

0220-00540-1762

TRANSMITTAL

TO
The City Council

DATE
07/20/2026

COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
Citywide

**Proposed Contract with Partners in Diversity, Inc
for Temporary Staffing Services**

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



MAYOR

(Mitch Kamin for)

MWS:ECG:VES:EAB:02260140c

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: 06-15-26	C.D. No. Citywide	CAO File No.: New
Contracting Department/Bureau: The Los Angeles Housing Department		Contact: Marcella DeShurley	
Reference: Los Angeles Housing Department transmittal dated April 23, 2026; received by the City Administrative Officer on April 23, 2026; additional information received through June 2, 2026.			
Purpose of Contract: To provide temporary staffing services for the Rent Division of the Los Angeles Housing Department.			
Type of Contract: (X) New contract () Amendment, Contract No. [C-XXXXXX]		Contract Term Dates: Approximately 27 months, beginning on or about July 1, 2026 and ending on September 19, 2028.	
Contract/Amendment Amount: \$1,811,179.44			
Proposed amount \$1,811,179.44 + Prior award(s) \$0 = Total \$1,811,179.44			
Source of funds: Just Cause Enforcement Fee Trust Fund (\$1,115,756) and Rent Stabilization Trust Fund (\$695,423.44)			
Name of Contractor: Partners in Diversity, Inc.			
Address: 10100 Pioneer Blvd., Suite #103, Santa Fe Springs, CA 90670			
	Yes	No	N/A
1. Council has approved the purpose			X
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed			X
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0 %			
8. Business Inclusion Program		X	
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50			X
13. Prohibited Contributors (Bidders) CEC Form 55			X
14. California Iran Contracting Act of 2010			X

RECOMMENDATIONS

1. That the Mayor authorize the Los Angeles Housing Department (LAHD) General Manager or designee to execute a contract with Partners in Diversity, Inc. (Contract) for an amount not to exceed \$1,811,179.44, commencing on the date of execution and ending on September 19, 2028 to provide temporary staffing services for the Rent Division, in substantial conformance with the draft document attached hereto, subject to funding availability, in compliance with the City's contracting policies, and the approval of the City Attorney as to form;
2. That the City Council, subject to the approval of the Mayor:
 - a. Request the Controller to:
 - i. Transfer appropriations in the amount of \$1,115,756 within the Just Cause Enforcement Fee Trust Fund No. 67W/43 to a new Service Delivery account as follows:

EAB	Analyst	0220-00540-1762	City Administrative Officer

Transfer From:

Account	Account Name	Amount
43C143	Housing	\$638,122
43C299	Reimbursement of General Fund	\$477,634
TOTAL		\$1,115,756

Transfer To:

Account	Account Name	Amount
43C412	Service Delivery	\$1,115,756

- ii. Transfer appropriations in the amount of \$446,303 within the Rent Stabilization Trust Fund No. 440/43 to fund the Contract as follows:

Transfer From:

Account	Account Name	Amount
43C143	Housing	\$255,249
43C299	Reimbursement of General Fund	\$191,054
TOTAL		\$446,303

Transfer To:

Account	Account Name	Amount
43C412	Service Delivery	\$446,303

- iii. Authorize the LAHD to expend funds from the Rent Stabilization Trust Fund No. 440/43 as follows:

Fiscal Year	Account Number, Name	Amount
2019	43R412, Service Delivery	\$222,477.94
2021	43T412, Service Delivery	\$26,642.50
TOTAL		\$249,120.44

- iv. Decrease appropriations in the amount of \$893,371 in Fund 100/43, Account No. 001010 Salaries, General; and,
- b. Authorize the LAHD General Manager 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 request the Controller to implement these instructions.

SUMMARY

The Los Angeles Housing Department (LAHD) requests authority to execute a new contract with Partners in Diversity, Inc. (Contractor) to provide temporary staffing services for investigations relating to the City's Rent Stabilization Ordinance, the Just Cause for Eviction Ordinance, and related housing programs. The contract will commence upon execution and terminate on September 19, 2028. The LAHD did not issue a Request for Proposals (RFP) but proposes to use the City Attorney's competitive

selection process that selected the Contractor to provide temporary staffing services. The City Attorney issued an RFP on April 14, 2025 and executed Contract C-202384 on July 29, 2025 that expires on September 19, 2028.

The LAHD has 44 Housing Investigator I positions to perform the work proposed for this contract. However, the LAHD has been unable to fill all of these positions through the Civil Service process. As of June 1, 2026, there are 12 vacant Housing Investigator I positions. The Personnel Department anticipates to establish a new eligible list for the Housing Investigator I classification in the fall of 2026. The contract is necessary in the event the LAHD is unable to fill the remaining vacancies through the Civil Service process.

Funding for this contract is provided by the Just Cause Ordinance Fee Trust Fund (\$1,115,756) and the Rent Stabilization Trust Fund (\$695,423.44).

Pursuant to Charter Section 1022, this Office determined it is more feasible to contract because the services exceed staffing availability.

In accordance with the Los Angeles Administrative Code Section 10.5(a), City Council approval of the proposed contract is not required because the term does not exceed three years. The City Council approval is necessary to appropriate funds for the proposed contract.

FISCAL IMPACT STATEMENT

The proposed contract will be funded by salary savings and other available funds within the Just Cause Ordinance Fee Trust Fund (\$1,115,756) and the Rent Stabilization Trust Fund (\$695,423.44). There will be no impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations 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.

City of Los Angeles

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

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



Karen Bass, Mayor

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

housing.lacity.gov

April 23, 2026

Council File: New
Council Districts: Citywide
Contact Persons: Marcella DeShurley (213) 922-9681
Anna Ortega (213) 808-8826

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 APPROVAL TO EXECUTE A CONTRACT WITH PARTNERS IN DIVERSITY, INC. SELECTED THROUGH A REQUEST FOR PROPOSALS BY THE CITY ATTORNEY'S OFFICE FOR TEMPORARY STAFFING SERVICES

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, LAHD seeks approval and requests authority to execute a contract with Partners In Diversity, Inc., selected by the City Attorney's Office through a Request for Proposals (RFP) process for temporary staffing services.

On April 14, 2025, the City Attorney's Office released an RFP to solicit qualified firm(s) to provide temporary staffing services. The City Attorney's Office completed a thorough review of the proposals. Partners In Diversity, Inc. (Contract No. [C-202384](#)) applied and was awarded a contract under the RFP. The contract term for Contract No. C-202384 began on September 20, 2025, and ends on September 19, 2028. LAHD seeks approval to piggyback on this competitive procurement process to address critical staffing needs within the Rent Division, Investigations and Enforcement Unit. Execution of the proposed contract will allow LAHD to secure qualified temporary personnel in a timely manner; support ongoing enforcement operations under the Rent Stabilization Ordinance (RSO), Just Cause for Eviction Ordinance (JCO), Tenant Anti-Harassment Ordinance (TAHO), Housing Codes (Los Angeles Municipal Code Chapters XV and XVI); and ensure continuity of essential services.

LAHD proposes to contract with Partners in Diversity, Inc. for an amount not to exceed \$1,811,179.44, for a term commencing on the date of execution and ending on September 19, 2028. Approval of the recommendations below will ensure continuity of operations and allow LAHD to maintain necessary staffing levels by securing

qualified paralegal support. The proposed contract will be supported by the Rent Stabilization Trust and the Just Cause Enforcement Fee Trust 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 Partners in Diversity, Inc., for an amount not to exceed \$1,811,179.44, commencing on the date of execution and ending on September 19, 2028, to provide temporary staffing service for the Rent Division, in substantial conformance with the draft document attached hereto as Attachment A, subject to funding availability, in compliance with the City's contracting policies, and the approval of the City Attorney as to form.
 - B. AUTHORIZE the Controller to:
 1. Transfer appropriations in the amount of \$1,115,756 within the Just Cause Enforcement Fee Trust Fund No. 67W/43 to fund Partners in Diversity, Inc., for investigative services to support the City's Rent Stabilization Ordinance, Just Cause for Eviction Ordinance, Tenant Anti-Harassment Ordinance (TAHO), Housing Codes (Los Angeles Municipal Code Chapters XV and XVI), and related housing programs, as follows:

Transfer From:

Account	Account Name	Amount
43C143	Housing	\$638,122
43C299	Reimb. of Gen Fund Costs	\$477,634
Total		\$1,115,756

Transfer To:

Account	Account Name	Amount
43C412	Service Delivery	\$1,115,756

2. Transfer appropriations in the amount of \$446,303 within the Rent Stabilization Trust Fund No. 440/43 to fund Partners in Diversity, Inc., for investigative services to support the City's Rent Stabilization Ordinance, Just Cause for Eviction Ordinance, Housing Codes (Los Angeles Municipal Code Chapters XV and XVI), and related housing programs, as follows:

Transfer From:

Account	Account Name	Amount
43C143	Housing	\$255,249
43C299	Reimb. of Gen Fund Costs	\$191,054
Total		\$446,303

Transfer To:

Account	Account Name	Amount
43C412	Service Delivery	\$446,303

3. Expend funds from the Rent Stabilization Trust Fund No. 440/43 as follows:

Budget Fiscal Year	Account No.	Amount
2019	43R412 - Service Delivery	\$222,477.94
2021	43T412 - Service Delivery	\$26,642.50
Total		\$249,120.44

4. Decrease appropriations as follow:

Fund	Account	Amount
100/43/67W	001010- Salaries General	\$638,122
100/43/440	001010- Salaries General	\$255,249

- C. 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 Controller to implement these instructions.

BACKGROUND

On November 5, 2024, the City Council adopted the Los Angeles Housing Department (LAHD) report relative to a fee study and recommendations to administer the Just Cause for Eviction Ordinance (JCO). The JCO ordinance expands tenant protections for rental units that are not covered by the Rent Stabilization Ordinance (RSO). The program supports enforcement of the JCO, which became effective on January 27, 2023, and also administers several related ordinances, including the Eviction Threshold Ordinance (Ordinance No. 187763), the Economic Displacement Ordinance (Ordinance No. 187764), and the Extension of Protections for Tenants with Unauthorized Pets Necessitated by COVID-19 Ordinance (Ordinance No. 188108).

The JCO program received resolution authority for 63 positions to implement, administer, and enforce landlord/tenant programs for non-RSO housing rental units (C.F. No. 21-0042-S8). Of the 63 authorized positions, 15 are classified as Housing Investigator I, Class Code 8516-1. The Housing Investigator (HI) position is essential to ensuring compliance with the City's RSO, JCO, and related housing laws.

Overview of Housing Investigator Responsibilities

A Housing Investigator conducts preliminary and follow-up investigations into alleged violations of the City's Rent Stabilization Ordinance (RSO) and Housing Codes (Los Angeles Municipal Code Chapters XV and XVI), such as complaints involving possible non-registered rental units, illegal evictions based on false or deceptive grounds, illegal rent increases, failure to pay required relocation assistance fees, failure to post a notice that a property is subject to the RSO/JCO, and illegal reduction of housing services. Their responsibilities include gathering and evaluating evidence, analyzing legal documents, conducting legal research, preparing cases for referral to the City Attorney's Office Criminal Division, negotiating settlements, and preparing detailed investigative reports. They also represent the City at public events to provide information about tenant protections and perform related work as required.

Status of Housing Investigator Hiring and Need for Temporary Staffing

On January 30, 2024, after a three-year gap since the previous list expired, a new Housing Investigator civil service list was released with 49 potential candidates. Since its release, LAHD has made 22 offers, of which 3 denied to accept the position. Many of the remaining applicants did not possess the required skill set to perform the duties of the position, and the list expired on January 29, 2026. After the Personnel Department was informed of the urgency of filling these positions, a new civil service list of 56 potential candidates was released on May 12, 2025. LAHD made 17 offers of employment and four (4) candidates declined to accept the position. Since then, LAHD has continued to make offers to eligible candidates, but a significant number have declined or are no longer available. To address the pressing need to hire, a recent Housing Investigator examination was conducted between March 20, 2026, and April 2, 2026, with the Department anticipating the establishment of a new civil service eligibility list by this coming autumn. Recognizing the critical nature of these vacancies and acknowledging previous recruitment difficulties, the Personnel Department has scheduled a subsequent examination for the period of March 19, 2027, through April 1, 2027, in hopes of finalizing another list by the fall of 2027.

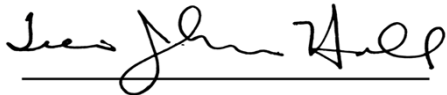
LAHD has a documented history of difficulties in recruiting sufficient qualified candidates to meet Housing Investigator staffing requirements. As the volume of RSO and JCO complaints continues to rise, maintaining a capable pool of HI candidates is vital for the delivery of prompt investigative and enforcement services. Consequently, in order to safeguard LAHD's ability to execute critical functions and mitigate staffing shortages caused by recruitment hurdles or Personnel Department scheduling delays, it is beneficial to have the ability to

outsource these tasks and to utilize paralegals as a stopgap measure to fulfill the Housing Investigator responsibilities. The use of temporary staff hired through Partners in Diversity also benefits the City, augmenting the pool of potential candidates and serving as a recruitment resource for future permanent Housing Investigators, while ensuring the Department is able to provide the highest level of uninterrupted service to constituents.

FISCAL IMPACT

There is no impact to the General Fund through the recommendations in this report. The proposed contract with Partners in Diversity, Inc. will be supported through the Rent Stabilization Trust Fund No. 440/43 and the Just Cause Enforcement Fee Trust Fund No. 67W/43.

Approved By:

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

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENT:

Attachment A - Partners in Diversity draft

PROFESSIONAL SERVICES AGREEMENT

Contractor: Partners in Diversity, Inc.

Title: Temporary Staffing Services

Said Agreement is Number _____ of City Contracts

DRAFT

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Exhibits

Exhibit A	Required Insurance and Minimum Limits Insurance Contractual Requirements
Exhibit B	Notice of Prohibition Against Retaliation
Exhibit C	Professional Fee Schedule

AGREEMENT NUMBER ____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
PARTNERS IN DIVERSITY, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and Partners In Diversity, Inc. (“Contractor”), a Nevada 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, City Charter Section 371(e)(8) allows for City departments to enter into non-competitively bid contracts by utilizing other City contracts for the procurement of professional services, and

WHEREAS, on July 29, 2025, the Contractor entered into City Contract Number C-202384 with the City to provide temporary staffing services to the City Attorney’s Office; and

WHEREAS, LAHD is now interested in utilizing those same professional services provided by the Contractor to hire qualified temporary employees to perform work tasks which cannot be otherwise performed by current staff; 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]

DRAFT

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 Partners In Diversity, Inc., a Nevada corporation, having its principal office at 10100 Pioneer Blvd., Suite #103, Santa Fe Springs, California 90670.

§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:

Marcella H. DeShurley, Director, Rent Stabilization and Compliance Division
Los Angeles Housing Department
1910 West Sunset Blvd, 3rd Floor
Los Angeles, CA 90026

- 2. The representative of the Contractor shall be:

Arlene M. Apodaca, Vice President
Partners in Diversity, Inc.
10100 Pioneer Blvd., Suite #103
Santa Fe Springs, CA 90670
arlene.apodaca@p-i-d.biz
(626) 484-2833

- 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 ("RAMP") 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 execution** and end **September 19, 2028**. 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. Be able to fill the occasional needs of LAHD for qualified paralegals, litigation legal secretaries, legal secretaries, witness service coordinators, accounting clerks, clerical

workers, and other staff (including those positions listed on Exhibit C –Professional Fee Schedule) on a nonpermanent basis.

- B. Adhere to any temporary staffing onboarding processes prescribed by City.
- C. Ensure that all temporary staff provided to LAHD have completed Employment Eligibility Verification Form I-9.
- D. Be able to provide a list of potential temporary staff within 24 hours upon request that includes a current resume and completed application form that will be provided by LAHD.
- E. Ensure that temporary staff are available to provide said services at the times, locations and dates requested by the City.
- F. Ensure that all temporary staff are willing to submit to finger printing and a background check prior to starting work.
- G. Provide the contracted for service in a timely, accurate and efficient manner.
- H. Prepare an invoice for each job in accordance with the terms and provisions of Section 301 of this Agreement.
- I. Provide for, at no additional cost to the City, all of Contractor's overhead expenses, including but not limited to, parking, clerical, telephone, related tax and license fees and other overhead costs.

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 **One Million Eight Hundred Eleven Thousand One Hundred Seventy-Nine Dollars and Forty-Four Cents (\$1,811,179.44)**, 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. 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-five (25)** pages and **three (3)** 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.

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:

PATRICE Y. LATTIMORE, City Clerk

By _____
Luz C. Santiago
Assistant General Manager

By _____
Deputy City Clerk

Executed this ____ day of _____, 2026

Date _____

For: Partners in Diversity, Inc., a Nevada corporation

By _____
Kate Herrington
President

By _____
Arlene Apodaca
Vice President

City Business License Number: 0002635914-0001-1

Internal Revenue Service Taxpayer Identification Number: 81-0555962

Council File/CAO File Number: ##-####; Date of Approval: ###/###/2026

Said Agreement is Number _____ of City Contracts

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

Name: Partners In Diversity, Inc. Date:

Agreement/Reference: Temporary Staffing Services

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

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

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

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.eeoe@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:

TEMPORARY STAFFING AGENCY SERVICES
FEE SCHEDULE

Skill Classifications	Contract Bill Rate/ Hour
Accountant	\$43.61
Accounting Clerk -AP/AR	\$31.61
Accounting Clerk (Intermediate)	\$32.74
Accounting Clerk (Senior)	\$37.12
Case/Records Clerk	\$33.00
Clerk Typist (w/ legal terminology)	\$34.18
Clerk Typist (w/o legal terminology)	\$29.69
Data Entry Clerk	\$29.69
Docket Calendar Clerk	\$34.84
Investigator I	\$50.06
Investigator II	\$55.31
Investigator III	\$61.66
Legal Assistant I	\$36.89
Legal Clerk I	\$33.08
Legal Clerk II	\$36.54
Legal Secretary (Junior: 2-4 years' experience)	\$41.56
Legal Secretary (Senior: 5 years' experience and greater)	\$48.12
Legal Word Processor	\$40.18
Litigation Legal Secretary I	\$42.84
Litigation Legal Secretary II	\$49.42
Litigation Legal Secretary III	\$52.73

Office/Mailroom Clerk	\$28.96
Paralegal I (2-4 years' experience)	\$41.88
Paralegal II (5 years' plus experience)	\$46.93
Paralegal III (6 -12 years' experience and greater)	\$56.67
Receptionist (w/ basic computer skills)	\$29.62
Witness Service Coordinator I (2-4 years' experience)	\$30.82
Witness Service Coordinator II (4 years' experience)	\$33.62
Witness Service Coordinator III	\$37.98
Witness Service Coordinator I (Victim's Assistance Program)	\$32.77
Witness Service Coordinator II (Victim's Assistance Program)	\$36.51