



# CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

5

**HOUSING  
AUTHORITY**

LONG BEACH

1500 HUGHES WAY SUITE C-300 • LONG BEACH, CALIFORNIA 90810 • 562.570.6985 • FAX 562.499.1052

November 12, 2024

HONORABLE HOUSING AUTHORITY COMMISSION  
City of Long Beach  
California

**RECOMMENDATION:**

Recommendation to adopt a Resolution authorizing the City Manager, or designee, to execute all required documents necessary to accept funding of \$600,000 from the Los Angeles Housing Department, formerly the Housing and Community Investment Department of Los Angeles, to continue the Housing Opportunities for Persons with AIDS Program for the period of July 1, 2024, through July 30, 2025, and each subsequent period as funding is available. (Citywide)

**DISCUSSION**

Since 1999, the Housing Authority of the City of Long Beach (HACLB) has been providing housing and supportive services to low-income persons living with HIV/AIDS with funding provided by Los Angeles Housing Department (LAHD) through the Housing Opportunities for Persons with AIDS (HOPWA) Program. In collaboration with the City of Long Beach Department of Health and Human Services and AIDS Project Los Angeles (APLA) Health & Wellness, the HOPWA Program has been successful in preventing homelessness with low-income families living with HIV/AIDS. The existing contract with LAHD expired on June 30, 2024, and a new contract will be provided for execution.

Continuing the scope of work from the previous contract, funding for the HOPWA Program will be renewed to provide direct rental subsidies through Tenant-Based Rental Assistance (TBRA) for 52 eligible families annually. In addition, the APLA Health & Wellness program will provide wraparound supportive services to those that are assisted by the TBRA component.

Each contract term will be on an annual basis, beginning on July 1 and ending on June 30 of the following year. Continued funding for these services is vital for Long Beach's service areas and the provision of housing assistance programs administered by HACLB.

This matter was reviewed by Deputy City Attorney, Atoy H. Wilson on October 7, 2024, and by Budget Analysis Officer, Greg Sorensen on October 17, 2024.

HONORABLE HOUSING AUTHORITY COMMISSION

November 12, 2024

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TIMING CONSIDERATIONS

Housing Authority Commission action is requested on November 12, 2024, so that all required documents can be executed to accept HOPWA program funding for the upcoming fiscal year and subsequent fiscal years the grant is administered.

FISCAL IMPACT

The HACLB will receive \$600,000 in funding for FY 25. Sufficient funds are currently budgeted in the Housing Authority Fund group in the Health and Human Services Department. Should the annual contract amount exceed the annual budget appropriated, the HACLB will return to City Council to request an increase in appropriation. No match or in-kind service mandate is required. This recommendation has no staffing impact beyond the normally budgeted scope of duties and is consistent with existing City Council priorities. There is no local job impact associated with this recommendation.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



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ALISON KING  
ASSISTANT EXECUTIVE DIRECTOR

APPROVED:



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THOMAS B. MODICA  
EXECUTIVE DIRECTOR

Attachment: Resolution



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## **EXHIBITS**

- Exhibit A      Standard Provisions for City Contracts
- Exhibit B      Required Insurance and Minimum Limits  
Instructions and Information on Complying with City Insurance Requirements
- Exhibit C      Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion Lower Tier Covered Transactions
- Exhibit D      Certification Regarding Lobbying
- Exhibit E      Certification Regarding Notice of Prohibition Against Retaliation
- Exhibit F      Management Representation Statement
- Exhibit G      Subcontract and Procurement Procedures
- Exhibit H      Program Goals and Outcomes

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
HOUSING AUTHORITY OF THE CITY OF LONG BEACH

THIS AGREEMENT is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and Housing Authority of the City of Long Beach (“Contractor”), a government agency/public entity.

RECITALS

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, LAHD 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 program 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 by the U.S. Department of Housing and Urban Development (“HUD” or “Grantor”), Housing Opportunities for Persons With AIDS pursuant to the AIDS Housing Opportunity Act (“HOPWA” or “HOPWA Program”), 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-574.660 as amended by the Housing and Community Development Act of 1992 (42 U.S.C. §5301) for the purpose of meeting the housing needs of persons with acquired immunodeficiency syndrome and families of such persons; and further amended by the Housing Opportunity Through Modernization Act of 2016 (“HOTMA”), P. Law 114-201 §701; and

WHEREAS, the services to be provided herein are to provide Tenant-Based Rental Assistance (TBRA) (hereinafter called the Program) which was adopted by the Los Angeles City Council on June 18, 2024, and concurred by the Mayor on June 27, 2024 Council File Number 24-0500; and

WHEREAS, pursuant to Los Angeles City Charter §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, because the services to be provided herein can only be provided by housing authorities due to their unique ability to provide Housing Choice Voucher Section 8 housing, LAHD procured Contractor through the sole source procurement process which was approved by the City’s Office of the City Attorney on August 2, 2024; 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 24-0500, approved

by the City Council on June 18, 2024 and concurred by the Mayor on June 27, 2024), which authorizes the General Manager of LAHD to prepare and execute the Agreement.

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

**1. 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 Housing Authority of the City of Long Beach, having its principal office at:

1500 Hughes Way, Suite A-150  
Long Beach, California 90810

**§102. Representatives of the Parties and Service of Notices**

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:

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

Ann Sewill, General Manager  
Los Angeles Housing Department  
1910 West Sunset Blvd, 3rd Floor  
Los Angeles, CA 90026

With copies to:

Lorena Sanchez, Assistant Chief Grants Administrator  
Los Angeles Housing Department  
HOPWA Program  
1910 West Sunset Blvd, 3rd Floor  
Los Angeles, CA 90026

B. The representative of the Contractor shall be:

Alison King, Deputy Executive Director/Bureau Manager  
Health and Human Services Department  
Housing Authority of the City of Long Beach  
1500 Hughes Way, Suite A-150

Long Beach, CA 90810  
alison.king@longbeach.gov  
(562) 570-6153

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. 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 §404 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions as required by Executive Orders 12549 and 12689, and 29 C.F.R. Parts 97.35 and 98.510, in accordance with §406.A.1.a.(13) of this Agreement, and attached hereto as Exhibit C and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §406.A.1.a.(4)(b) of this Agreement, attached hereto as Exhibit D and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by the Contractor.
- D. Certification Regarding Notice of Prohibition Against Retaliation, attached hereto as Exhibit E and made a part hereof, as it relates to the City's Living Wage Ordinance (LWO), Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Policy in accordance with §409 of this Agreement and Los Angeles Administrative Code (LAAC) §10.37.5.
- E. Management Representation Statement fully executed in accordance with the City's fiscal policies and attached hereto as Exhibit F and made a part of hereof.
- F. Certification of Compliance with Equal Benefits Ordinance (EBO)/Reasonable Measures Application for Equal Benefits Ordinance, in accordance with §411 of this Agreement and LAAC §10.8.2.1.
- G. Compliance and completion of the Disclosure Ordinances Affidavit setting forth the requirements of the Slavery Disclosure Ordinance (SDO), and the Disclosure of Border Wall Contracting Ordinance, in accordance with PSC-33 and PSC-45 of Exhibit A – Standard Provisions for City Contracts, attached hereto and made a part hereof, and §§10.41 and 10.50 of the LAAC, respectively.

## **2. TERM AND SERVICES TO BE PROVIDED**

### **§201. Time of Performance**

The term of this Agreement shall commence on July 1, 2024 and end on June 30, 2025, with the option to extend for up to four (4) additional one-year terms at the sole discretion of the City. 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 set forth below in this Agreement.

### **§202. Services to be Provided by the Contractor**

A. Purpose – This section provides a general description of the HOPWA-funded housing and services made available by the Contractor and subcontractors, together with the collaborating agencies. Should the Contractor determine a need to significantly alter the services described below, approval must be requested in writing. Such approval must be received from the City in writing prior to any change being implemented and may require a contract amendment. The Contractor's program operation shall be in accordance with contract policies established by LAHD, the City, the Federal government and the State of California. The Contractor shall comply with all City directives, information bulletins, information notices and/or other written communications, regarding HOPWA Program operations in accordance with the provision of the allowable services/activities to clients.

1. The Contractor shall operate a HOPWA Tenant Based Rental Assistance (TBRA) program in accordance with the contract policies established by LAHD, and as further set forth by the Federal government and the State of California, and as approved by the Los Angeles City Council and Mayor. The Contractor shall also comply with all administrative information bulletins and directives which are issued by the City, and all amendments thereto.
2. The Contractor and subcontractors shall ascertain that participants receiving services under this Agreement are eligible for services, and that their income does not exceed federal income guidelines.
3. The Contractor and subcontractors shall provide all HOPWA supportive services at no charge to the participant, unless otherwise approved in writing by LAHD.
4. Direct service programs must be available in English and Spanish, and the Contractor and subcontractors must be able to provide services and/or offer translation services in other languages, as needed.
5. The Contractor and subcontractors shall adhere to the provisions of this Agreement.

#### **B. Contractor General Responsibilities**

1. Manage day-to-day operations of the Program;

2. Maintain the Program including supplies and equipment;
3. Ensure that the Program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel to fully implement the Agreement;
4. Oversee and monitor all Program activities, including subcontracts to which participants have been referred to, in accordance with §§203 and 204 of this Agreement;
5. Safeguard and manage all funds paid by the Program including those issued for payment to subcontractors;
6. Track, record and report to LAHD all Program Income and Program Income expenditures in accordance with §307 of this Agreement;
7. Achieve Program objectives, goals and outcomes;
8. Target services to reflect the demographics of underserved populations and areas, including but not limited to vulnerable populations, as identified in the Request for Proposals (RFP), and non-English speaking persons.
9. Provide age, gender, ethnic, cultural and linguistically appropriate services to clients and their families;
10. Implement a performance based procurement system for the selection of subcontractors in accordance with §406.A.1.a.(7) of this Agreement, and Exhibit G – Subcontract and Procurement Procedures, which is attached hereto and made a part hereof;
11. Ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City prior to the release of funds to the subcontractor. The Contractor shall withhold funds to any subcontractor that fails to comply with terms and conditions of this Agreement or their subcontractor agreement;
12. Ensure, prior to the execution of the subcontracts and the release of funds, each collaborative subcontractor agency has provided evidence of insurance coverage, naming the City as an additional insured, for general comprehensive, liability, fidelity bond, property insurance, non-owned auto, professional liability and worker's compensation as stated in the Insurance and Indemnification Requirements, in accordance with §404 of this Agreement and PSC-18 of Exhibit A, respectively, as required by the City; and
13. Request payment for subcontractor agencies only after receipt of required program and fiscal documentation in compliance with federal regulations and this Agreement. The Contractor shall release payment to subcontractor within ten (10) calendar days (excluding weekends and holidays) of release of funds by the City. The Contractor shall not withhold or fail to request funds from the City for any

subcontractor agency that has complied with the terms and conditions of this Agreement and their subcontractor agreement(s).

C. Administrative/Operational Responsibilities

1. Administrative and Program Facilities

Administrative and program facilities shall be designed to accommodate access, core services, client choice and electronic connectivity. All facilities shall be in compliance with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101 *et seq.*, §504 of the Rehabilitation Act, and the federal Fair Housing Act, including a process that allows the clients to easily request a reasonable accommodation.

Administrative and program facilities shall be physically located in Los Angeles County. The Site(s) shall remain as here designated unless the City approves relocation to a new site in writing. Contractor shall provide the City at least sixty (60) days advance written notice of its intent to move or close the facility.

a. Administrative Office Location:

1500 Hughes Way, Suite A-150  
Long Beach, CA 90810  
Hours of Operation: M-F 8:00 am to 5:00 pm

b. Program Manager or Primary Contact Person

Name & Title: Alison King, Deputy Executive Director/Bureau Manager  
Phone: (562) 570-6153  
Email: alison.king@longbeach.gov

D. Fiscal, Programmatic, and Outcomes Management and Reporting

1. Monthly/year-to-date/annual fiscal, program and outcome reports must be submitted in a form and manner approved by LAHD using a system that tracks and monitors client outcomes as they move along the housing continuum.
2. Contractor will ensure that all client information, documentation, and records are maintained in a confidential manner, in accordance with HOPWA and federal regulations.
3. Contractor must use an electronic database to record and track clients and maintain individual case files for each client.
4. Contractor must submit monthly cash requests by the 20th of each month for expenses incurred in the month immediately prior. Monthly cash requests will be submitted on a form approved by LAHD and will include information on the drawdown of funds and projected funds needed for the following month (if advances are allowed), agency staffing and administrative costs. Documentation

required to be submitted with monthly cash requests include: monthly HOPWA program, and demographic reports.

#### E. Meetings

1. At least one HOPWA-funded staff person is required to attend all monthly Comprehensive Housing Information & Referrals for People Living with HIV/AIDS (CHIRP/LA) Housing and Resource Network meetings, other HOPWA training meetings scheduled throughout the year, and any related Commission on HIV meetings, including taskforces, planning workgroups and caucuses.
2. The Executive Director, or designee, and Program Manager are required to attend the periodic HOPWA Executive Director meetings hosted by LAHD.

#### F. Program Goals and Outcomes/Reporting

1. Contractor shall report on goals and outcomes as listed in Exhibit H. All performance outcomes shall be used by the City to assess the Contractor's proposed and actual performance. Non-performance may result in a sanction(s) as set forth in this Agreement.
2. In addition to reporting requirements in "F.1." above, Contractor shall also provide an outcomes report, using the system developed by LAHD, that is the end result of all clients at the end of the program year and assists LAHD in the assessment of the Contractor's success. The outcomes report is based on the HUD "Category of Services Accessed" and other categories that are required as part of the HOPWA Comprehensive Annual Performance and Evaluation Report (CAPER), which must be submitted annually to HUD. The outcomes report shall provide the number of clients served by the agency at entry. At exit, Contractor shall document the outcomes and other required items in the CAPER. For clients who are lost to follow-up, Contractor shall document in the client's file their effort to contact the client in accordance with their case closure policy.
3. Contractor agrees to use and enter data into the system developed by LAHD for recording and tracking clients.
4. Client information reporting by the Contractor shall be provided in accordance with City and Federal requirements.

#### G. Grievance and Termination

1. Contractor shall establish grievance and termination procedures, including appeals process, in accordance with Fair Housing and HOPWA guidance found in §574.310(e)(1)(2), for clients who are terminated from the program or who are deemed ineligible for the program.

2. Grievance, termination, and appeals procedures will be included in the HOPWA policies and procedures, and will be provided to the client upon entry to the program.
3. Grievance determinations made by the Contractor may be appealed to LAHD pursuant to such grievance procedures.

#### H. Client Satisfaction Survey

Contractor shall develop a client satisfaction survey on services received, which will be given to new clients to complete within 6 months of first receiving services, to continuing clients at least once each year, and to clients when they exit the Program. The survey will be submitted to LAHD within 30 days of contract execution for approval. The results of the survey will be kept in the client's file for review by LAHD. In addition, the Contractor will maintain a file with all surveys completed within the contract term. The survey will assist LAHD in assessing the Contractor's program.

#### I. Client Eligibility

All client files must contain documentation that verifies the clients' eligibility to receive HOPWA assistance. Minimum eligibility requirements are listed below:

##### 1. Documentation of Very Low-Income

- a. Very Low Income is defined as at or below 50% of the Area Median Income (AMI) with at least half of the clients at or below 30% AMI for the Los Angeles-Long Beach Metro Area as published annually by HUD.
- b. Income eligibility shall be determined using the method and forms provided by LAHD.
- c. For continuing clients, income eligibility documentation must be submitted and assessed at least annually.

##### 2. Documentation of HIV/AIDS

Documentation of HIV/AIDS must include one of the following:

- a. A statement of HIV/AIDS verification signed by a licensed physician or certified health care worker.
- b. Social Security Administration records indicating the nature of a disability is related to HIV/AIDS.
- c. Other relevant federal program records verifying HIV/AIDS status with LAHD approval.

- d. For continuing clients, at annual reassessment, a statement verifying a client's CD4 count and Viral Load dated within the last 12 months is required, to ensure that the client is connected to medical services.
3. Picture Identification: Each client file shall include a verifiable picture identification of the client, such as a driver's license, California identification card, or other acceptable format. If the client cannot provide the picture identification, the reason must be noted in the file.
4. Proof of Residency: Each client file shall include verifiable documentation of residency in Los Angeles County, including but not limited to: bank statement, utility bill, voter registration card, or other acceptable formats. The documents must contain the client's name and address. If the client cannot provide proof of residency due to unstable housing, the reason must be noted in the file.
5. Contractor may impose other requirements, which must be in accordance with HOPWA regulations and approved by LAHD before implementation. Such requirements shall be included in the Contractor's policies and procedures approved by LAHD.

#### J. Record Keeping

1. Contractor shall maintain and update complete, accurate, timely and confidential client case records. Contractor shall maintain a separate file folder and/or a separate folder in electronic file form for each client, that contains the client's name, client number, address, date of birth, telephone number, email, picture identification, the Contractor staff assisting the client, completed intake/assessment, individual housing plan and any reassessments, eligibility documentation, initial income and any changes in income, services provided to the client, including the date and location, referrals to medical care and other supportive services, and signed and dated case notes, including follow-up, progress, and set-backs.
2. Computerized database: Contractor shall maintain an electronic database of all clients in the program, coded by last name, client number, date of birth, zip code, amount, type, and duration of assistance, and referring agency. Contractor will create reports from the database as required or requested by LAHD. Contractor will use the system developed by LAHD for recording and tracking clients.
3. Contractor shall ensure that all client information, documentation, and records are maintained in a confidential manner, in accordance with HOPWA and federal regulations (24 CFR 574).

#### K. Administrative Requirements

##### 1. Subcontractor Invoices and Contract Monitoring

Contractor shall be required to review and pay monthly invoices of the subcontractors and monitor them to ensure contract compliance, such as the number

of clients served, crisis beds provided, and other services provided in accordance with the Agreement. Contractor shall be expected to conduct site visits of the subcontracted providers as part of the monitoring process and submit reports to LAHD.

## 2. Reporting

Contractor shall be required to track and report to LAHD, using the LAHD approved client-centered database, all client activities including but not limited to intake/assessment, individual housing plan, placement into crisis and permanent housing, monthly follow-ups, STRMU/PHP applications, housing retention, and other services as needed.

## 3. Procurement

Contractor shall conduct a procurement process for all programmatic elements for which a subcontractor may perform the service. The minimum procurement process is described in Exhibit G - Subcontract and Procurement Procedures.

## 4. Proprietary Materials

City retains all rights to the curriculum, manual, webinars, online self-paced modules, or other proprietary materials related to and/or developed to provide the services described above.

## L. Staffing

1. All case management providers are required to have a Bachelor's degree or a minimum of three (3) years of relevant experience in direct service with HIV/AIDS clients, homeless population, or clients with similar chronic conditions or a Master's degree in Social Work, or related Master's degree, or a minimum of five (5) years' experience in direct service as a case manager with HIV/AIDS clients, homeless population, or clients with other chronic illnesses.
2. Contractor must have a Program Manager, or equivalent position, dedicated to ensuring HOPWA services are successfully implemented and accurately reported. In addition, the Program Manager will be responsible for coordinating regular staff meetings, supervising staff, overseeing the case management services, and conducting periodic reviews of each client's progress.
3. Contractor is expected to have all HOPWA-supported staff hired within 90 days of the start of the program year.

## M. Subcontractors

1. Contractor shall subcontract with all partners or agencies that will receive any portion of the Contractor's HOPWA funding allocation. This includes all core services to be provided by the HOPWA Contractor.

#### N. Leveraged Services

1. Contractor shall leverage services provided through a Memorandum of Understanding (MOU) with an organization to support and enhance the provisions of services to clients, including but not limited to, medical care and medication management assistance, dental services, substance abuse treatment programs, case management, mental health, food and nutrition programs, financial/benefits counseling, life skills training, employment training, legal assistance, child care and other services as needed.
2. Substance abuse treatment programs, including sober living housing facilities, and programs serving clients with acute medical needs are not eligible for funding. Contractor shall collaborate with agencies and clinics that provide substance use treatment and treatment beds, and medical/mental health treatment, and must provide a description of the collaboration with such entities.

#### O. Partnerships to Support Clients

1. Contractor shall demonstrate partnerships with the Los Angeles Homeless Services Authority (LAHSA) Coordinated Entry System (CES) and the Los Angeles County Department of Public Health's Division of HIV/AIDS and STD Programs (DHSP). DHSP administers federal Ryan White HIV/AIDS program funds for the County. LAHD and DHSP are encouraging funded agencies in both systems to collaborate to strengthen overall service provision.
2. Contractor shall maintain collaborative relationships with DHSP medical homes and other services supporting HOPWA clients. To serve DHSP clients in need of housing services, Contractors shall accept referrals from Medical Care Coordination. Contractor shall refer their clients in need of Ryan White services, such as mental health, dental, substance use treatment, and other services as provided. Link for locating DHSP medical provider(s) per geographic area: HRSA - Find Ryan White Medical Provider: <https://findhivcare.hrsa.gov/>.
3. Funding may also be used to develop relationships with other nonprofit or public agencies to provide specialized housing services to People living with HIV/AIDS (PLWH/A) who are clients of other systems of care, such as the jails/post incarceration, hospitals, and LA County Department of Health Services' Housing for Health program.

### **§203. General Program**

#### A. Tenant Based Rental Assistance

This program will provide Tenant Based Rental Assistance (TBRA) for a minimum of twelve (12) months to very low income, homeless, and at-risk of homelessness and unstably housed Persons Living with HIV/AIDS (PLWH/A) and their families. For the purpose of this Agreement, the term family means a household composed of two or more related persons OR non-related individuals residing with the person with HIV/AIDS, if those individuals are found to be important to that person's care or well-being, as defined in the federal regulations under 24 C.F.R. 574.3. The HOPWA TBRA program will operate in a similar manner as the Housing Choice Voucher (HCV) "Section 8" program, and after 12 months of HOPWA assistance, clients will be transitioned into the HCV program if they remain eligible. Contractor shall be responsible for developing and maintaining a list of potential HOPWA clients that is not more than two (2) years old. At the time of the client's TBRA eligibility interview with the Contractor, the Contractor shall ensure that the client is connected to a HOPWA Housing Specialist who will help the client identify and move into housing that accepts a HCV; assist the client with applying for a HOPWA Permanent Housing Placement Grant, if needed; refer the client to supportive services as necessary; and follow-up with the client after move in.

1. Client Service Level

- a. The number of unduplicated clients to be served will depend on HOPWA funding. Contractor will provide HOPWA Tenant Based Rental Assistance (TBRA) to continuing clients carried over from the period July 1, 2023 to June 30, 2024.
- b. For the purpose of this Agreement, family is defined in the Code of Federal Regulations (C.F.R.): HOPWA Regulations 24 C.F.R. 574.3 and Section 8 Regulations 24 C.F.R. 982.4.

2. Scope of Services

The Contractor shall:

- a. Determine that applicants have an HIV/AIDS diagnosis form on the date of the TBRA application submission to Housing Authority of the City of Los Angeles.
- b. Confirm that each applicant is at least eighteen (18) years of age and able to provide an informed consent.
- c. Determine that the applicants are very low-income based on the income eligibility standards as set forth by HUD for Los Angeles County. Contractor shall collect documentation verifying income eligibility and shall document whether the client is homeless, at risk of homelessness, unstably housed, and veteran's status.
- d. Ensure that each applicant is a United States citizen or has eligible immigration status to be able to transition to the HCV Program. Applicants must be able to

provide proper identification (California driver's license, or any California-issued picture ID with signature).

- e. Ensure that each applicant has met all other eligibility requirements set forth in the Contractor's HCV administrative plan, pursuant to the Contractor's most current HCV requirements. Should the applicant not meet all other eligibility requirements to transition to the HCV program, the applicant may continue to receive rental assistance for as long as they qualify per federal HOPWA regulations. In these cases, LAHD will accept financial responsibility for those applicants that do not transition to the HCV program so long as funding is available.
- f. Be responsible for final review and determination of eligibility for rental assistance.
- g. Accept new participant's applications from the HOPWA-funded Regional Offices. Contractor shall ensure that the client is connected to a HOPWA Housing Specialist who will help the client identify and move into housing that accepts a HCV; assist the client with applying for a HOPWA Permanent Housing Placement Grant, if needed; and follow-up with the client after move in. Housing Specialist will be required to document all TBRA clients, date the client was initially interviewed, all subsequent interaction with the client, referrals, housing location, and all other services provided
- h. Contractor shall conduct all communications regarding the participant applications with the referring Regional Office up to and whether the application has been accepted or denied, including the reason for denial. Once the participant's application has been accepted, Contractor shall communicate directly with the participant.

### 3. Rental Assistance

- a. Contractor shall provide TBRA services for new and continuing clients for the term of this contract.
- b. Contractor shall verify the income and determine the amount of rent to be paid by the client and the amount of rental assistance to be subsidized by the Contractor each month. Contractor shall ensure that any person residing in any unit pays rent, including utilities, in an amount that is the higher of:
  - (1) Thirty (30%) percent of the monthly household adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses, and are described in detail in 24 C.F.R. Section 813.102); or
  - (2) Ten (10%) percent of the monthly household gross income; or

- (3) If the household is receiving financial assistance from a public agency, the part of the payment specifically designated by the agency to meet the household's housing costs.
- c. LAHD has adopted the Housing Choice Voucher (HCV) payment standard set by local Public Housing Agencies (PHAs) as the HOPWA rent standard. Per 24 CFR § 982.503, PHAs may set their payment standard within the "basic range," which is between 90 percent to 110 percent of the Fair Market Rent (FMR). A PHA may also set exception payment standards below 90 percent, or above 110 percent, of the FMR established by HUD, for designated parts of the FMR area. These rent standards are to be used for all HOPWA programs.
- d. The HOPWA program will provide TBRA for all new clients for a minimum of 12 months, at which time clients may be transitioned into the Contractor's HCV program, provided they remain eligible. Contractor must receive written approval from LAHD for TBRA beyond 12 months. Approval will be based on the reason for the transition delay and the timeline to complete the transition.

#### 4. Housing Search Process

Clients will receive housing search assistance via the Contractor's list of participating landlords and their available units, the HOPWA-funded Housing Specialist, and the Community Housing Information and Referral Program (CHIRP/LA) website (<http://www.chirpla.org/>) and Hotline 1-877-724-4775, administered by Pets Are Wonderful Support/Los Angeles (PAWSLA).

#### 5. Housing Quality Standards (HQS)

Before executing a rental assistance contract with a property owner, Contractor shall inspect the housing unit/facility of each participant in the Program to ensure safe and sanitary housing that is in compliance with all applicable State and local fire and housing codes, licensing requirements, lead-based paint, and other requirements in the jurisdiction in which the housing is located. Each rental unit shall meet the applicable HQS as outlined in 24 C.F.R. 574.310(b) before rental assistance can begin.

#### 6. Geographic Service Area

Contractor shall ensure that participants seek available rental housing units in geographic areas served by the Contractor, as set forth in the Contractor's administrative policy and procedures.

#### 7. Contractor Files / Participant Documentation

- a. Contractor shall ensure that all participants have complete and accurate files with all the necessary and appropriate information and documentation, including, but not limited to, the following: an HIV/AIDS diagnosis form signed by a certified physician; an accurate Contractor identification number

that matches the participant, verification of legal residency documentation, residency status of all members in the household applying for HOPWA rental assistance, original copies of rental and/or lease agreements, verification and/or documentation of household income, verification of unit habitability, and a worksheet calculating the correct rental amount to be paid by the participant and amount paid by Contractor.

- b. Contractor shall confirm the accuracy, completeness and location of each original file reimbursed by the City.

#### 8. Transition to Housing Choice Voucher (HCV)

- a. Contractor shall commence the process of transitioning participants into the HCV program twelve (12) months from the lease date.

(1) In the event that a participant does not transition to the HCV program, the participant may continue to receive rental assistance for as long as they qualify per federal HOPWA regulations. In these cases, LAHD will accept financial responsibility for those participants that do not transition to the HCV program so long as funding is available.

(2) Contractor must notify LAHD in writing of all participants not transitioning to the HCV program. Notification must include the Contractor identification number that matches the participant, name of the participant, move-in date, anticipated conversion date, and the reason for non-conversion.

- b. If a participant should die, the surviving members of a family living in a unit assisted under the HOPWA Program shall not receive the opportunity to transition into the HCV Program. However, the surviving family members will receive a grace period of six (6) months from the date of the participant's death, during which time the assistance will continue. An additional extension of up to six (6) months may be granted on a case-by-case basis. These requests for extensions must be submitted to the Contractor for their approval. The total grace period will not exceed one (1) year from the date of the participant's death. At the end of the grace period, HOPWA TBRA will be terminated for the surviving family.

#### 9. Annual Review of Participant Status

- a. If the client has not transitioned into the HCV program within 12 months, Contractor shall conduct a review of each client's eligibility twelve (12) months after the initial start date of participation in the Program. Contractor shall update and verify all documentation pertaining to their HOPWA TBRA prior to the date of annual review.

- b. Contractor shall confirm and update the number of members in each participant's household and their updated residency status if applicable. Contractor shall review and update all of the following information including,

but not limited to: household income, rental and/or lease agreements, correct rent to be paid by the participant, and the Voucher Payment Standard to be paid by Contractor. If, at the time of Annual Review, participants fail to submit all of the required documentation pursuant to Contractor's policies and procedures, Contractor may suspend and/or terminate the participant's housing assistance according to Contractor's Termination Policy. Contractor must notify LAHD in writing of all suspensions and/or terminations of participants from the HOPWA TBRA program.

#### **§204. Policies and Procedures**

The Contractor shall maintain written policies and procedures for the fiscal and programmatic management of the HOPWA program, which must be submitted to LAHD for approval within 30 days of contract or contract amendment execution.

Policies and Procedures shall contain, at minimum, all elements listed below, as applicable to the Contractor's HOPWA program.

- A. Program and fiscal management of the HOPWA components: TBRA. Policies and procedures must comply with all HOPWA contract provisions and federal HOPWA regulations.
- B. All aspects of Contractor's HOPWA program component(s) as designated in the scope(s) of services including, but not limited to:
  1. Program location, hours, staffing, and supervision.
  2. HOPWA eligibility requirements and required documentation: HIV/AIDS diagnosis form and income eligibility according to HOPWA regulations, using for income eligibility portions of 24 C.F.R. Part 5 (also used by the Housing Choice Voucher Program or "Section 8") and as required by LAHD.
  3. Other eligibility program requirements specific to the program (in accordance with HOPWA regulations and LAHD approval).
  4. How clients will be evaluated by appropriately trained staff for supportive service needs.
  5. Intake/assessment and individual housing plan requirements using the LAHD approved common form.
  6. Documentation required to be in the file (e.g., intake/assessment, individual housing plan, HIV diagnosis, initial and annual income eligibility using HOPWA-required forms, habitability forms, services provided, referrals and outcomes of referrals, case notes, follow-up contact and assessments, housing location services and outcomes, income at exit).

7. Timelines for providing services, housing location, and any other required program activities.
  8. Identification and outreach to underserved and most vulnerable populations.
  9. Staff training.
  10. Vendor solicitation, requirements, and contracting, as applicable.
  11. Referral agency MOUs as applicable.
  12. Client satisfaction survey.
- C. Internal fiscal and programmatic quality control, including:
1. How client services will be monitored to ensure quality of services, timeliness, and adherence to contract goals and service requirements.
  2. Documenting time spent on the program, approval of time cards, and other fiscal requirements under federal regulations. Time cards must show the total gross pay to the staff person – not just the HOPWA amount - the number of hours spent on the HOPWA program, and be signed by the staff person and supervisor. For Executive Directors/Presidents/CEOs, the time cards must be signed by an authorized signatory for the Board of Directors.
- D. Protecting the privacy and confidentiality of all clients.
- E. File management and maintenance for both hard copy and e-files and records retention, records maintenance and reporting.
- F. Client termination procedures.
- G. Client grievance and appeal procedures, including an appeal process up to LAHD.
- H. Conflict of Interest: Pursuant to 24 C.F.R. 574.625, organizations must have policies in place that identify and handle potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. In developing these policies, please refer to Chapter 3, Basic Oversight Elements, Conflict of Interest, in HUD’s HOPWA Grantee Oversight Resource Guide, updated in 2010.  
[https://files.hudexchange.info/resources/documents/HOPWAOversightGuide\\_Aug2010.pdf](https://files.hudexchange.info/resources/documents/HOPWAOversightGuide_Aug2010.pdf).
- I. Drug and/or alcohol use by clients, including steps to deal with relapsing clients to ensure their abilities to remain housed.
- J. Ensuring the safety and security of staff and clients, including addressing violence and the sale and/or use of controlled substances.

- K. Policies and procedures in accordance with §207, Infection Controls, of this Agreement.
- L. If applicable, payment of rent by clients during periods of hospitalization.
- M. Ensuring that the Contractor, referral agencies, subcontractors, and vendors are in compliance with the Americans with Disabilities Act, §504 of the Rehabilitation Act, Fair Housing laws, and reasonable accommodations requirements to allow persons with disabilities equal access to all housing and services (see §406.1.a.(3) of this Agreement).
- N. All written policies and procedures as noted above or elsewhere in this Agreement are subject to inspection by City staff.

### **§205. Staffing**

Staff are initially and periodically trained in the Contractor's program philosophy, values, and principles, including those regarding relapse, substance use on-site, and harm reduction.

The Contractor shall provide staffing pursuant to the approved budget to provide HOPWA funded services. Position descriptions and staff résumés will be submitted to LAHD concurrently with the execution of the contract. The Contractor will ensure that HOPWA staff:

- A. Assist clients in achieving the stability necessary for independent living either directly by providing on-site services, or by coordinating and referring to other service agencies. Staff shall also recommend rehabilitation options or treatment for clients.
- B. Meet with each new client for weekly home visits until they are stabilized, then monthly for the first 12 months to coordinate services, monitor progress on the client's Housing Plan, and evaluate effectiveness of the services.
- C. Complete the intake/assessment and individual housing plan with the client to address HIV/AIDS issues and may focus on treatment issues of drug induced psychosis, creating a supportive environment emphasizing relapse prevention education so residents can remain clean and sober, checking on medication management of the resident, addressing life skills as needed and any and all referrals necessary to benefit the multiple diagnosis client and family members.
- D. Provide specific supportive services that will include, but are not limited to: information and referrals to community, health, drug/alcohol counseling and social service organizations; neighborhood orientation; crisis counseling; individual counseling/support; life skills education; coordinating 12-step meetings, classes and job training schedules as well as recreational and social activities; assistance with medication management; mediation of resident interests related to lease enforcement and resident complaints; and assistance with activities of daily living.

- E. Receive training upon hire and periodically thereafter on HOPWA program and contract requirements, regulations, reporting, tracking, and other related topics. In addition, HOPWA staff must attend all trainings and meetings for HOPWA staff, as required by the contract.
- F. Is periodically, and adequately trained to work with HOPWA clientele, and to be sensitive to the rights and needs of residents with HIV/AIDS, including relapse, substance use on-site and off-site, and harm reduction.

**§206. Confidentiality**

- A. Pursuant to 24 C.F.R. §574.440, the Contractor shall agree to and shall ensure the confidentiality of the name of any individual assisted under this Agreement and any other information regarding individuals receiving assistance.
- B. Prior to sharing any client information to a specific agency, organization, or other entity, the Contractor will receive from the client a signed and dated Consent Form, in which the client agrees to share information with such agency, organization, or other entity, which shall be named in the Consent Form. The Consent Form shall be included in the client's file and forwarded to the agency, organization and/or entity receiving the client's information.

**§207. Infection Controls**

- A. The Contractor shall have written policies and procedures to decrease the occupational risks of exposure to blood borne pathogens and other potentially infectious materials per the Enforcement Procedures for the Occupational Safety and Health Standards, Blood Borne Pathogens, 29 C.F.R. §1910.1030.
- B. The Contractor shall have written infection control procedures (e.g., Kleenex, ultraviolet lighting, ventilation systems, tuberculosis (TB) screening, TB education, individual rooms, etc.) to eliminate exposing clients to TB and other communicable diseases.
- C. The Contractor shall identify a TB clinic in writing for client referrals for testing and X-rays when necessary.

**§208. Budget**

The Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed Budget. The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by the Contractor and the payment procedures for subcontractors.

### 3. 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 **Six Hundred Thousand Dollars (\$600,000)**. The foregoing rate represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.
- B. The foregoing compensation is the total of the planned expenditures of the period, **July 1, 2024 to June 30, 2025**, as set forth by the City-approved Budget which is incorporated herein by reference, with funding scheduled as follows:
1. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
  2. Of the total amount granted in the foregoing subsection A above, the Contractor as lead agency of the consortium (if applicable), shall comply with the payment terms of its subcontracts with collaborating agencies.
  3. Funding, as set forth by the foregoing subsection A above, is subject to change in accordance with the availability of funds provided to the City by the Grantor, and the City reserves the right to change the amount of compensation set forth herein accordingly. This Agreement may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
  4. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as detailed by the City approved Budget for this Agreement. It is understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
  5. The Contractor shall report to the City all other funding sources that supplement or augment activities set forth by this Agreement.

#### C. Agency's Share (The Match)

The Contractor shall identify in the Budget, in accordance with §208 of this Agreement, any local matching share to be contributed in support of the proposed project. The matching share may be a "cash" and/or "in-kind" contribution or indirect costs. Volunteer service ("Volunteer Service") is an in-kind contribution. An hourly rate must be assigned to value the Volunteer Services provided. Contributions made by the entire collaborative team (if applicable) should be identified. The Contractor shall maintain supporting documentation pertaining to matching share for review and audit purposes.

#### D. Budget

The Budget is a detailed itemized listing of items for expenditure under the terms of this Agreement which is incorporated herein by this reference. The Budget shall control the expenditures of funds by the Contractor and/or the amount of funds to be reimbursed to the Contractor. The Budget shall be adhered to unless modifications are requested in writing, and are approved in writing by the City as set forth in this Agreement.

1. Pursuant to 24 C.F.R. §574.3(b)(10) Administrative expenses, the Contractor may use not more than seven percent (7%) of the amounts received for administrative costs.
- E. Contractor shall submit a monthly invoice to the City for reimbursements under the Agreement. Note: All expenses for travel must receive prior approval from the City, must be documented, and will be paid in accordance with the LAHD approved Contractor policies and procedures. All travel, including out-of-state travel, not included in the Budget shall not be reimbursed without prior written authorization from LAHD.

### **§302. Payment to the Contractor**

- A. The Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by the City pursuant to §303 below, for all expenses eligible for cost reimbursement authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. The Contractor shall be reimbursed for a period of time to be agreed upon by the parties, for advance payments for expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. The Contractor shall request reimbursement by submitting the cash request (monthly invoice) and all other documents as required by the City. Final expenditures shall be determined 45 days after completion or the termination of this Agreement.
- B. The Contractor is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The approved Budget for this Agreement does not include any line item for overtime work. Any overtime expenditures incurred by the Contractor shall not be reimbursed through this Agreement.

### **§303. Advance Payments**

In the event that the Contractor is approved by the City as eligible to receive advance funds, the following conditions shall apply:

- A. The City may permit an advance payment of up to 10% of the total compensation, as described in Section 301.A. above, based on documented cash flow needs of the Contractor and in accordance with Federal, State, and City policies. Such funds shall be deposited in the Contractor's special Los Angeles bank Account pursuant to a special bank account agreement on a form supplied by the City.

- B. The Contractor's request for advance funds shall be in writing by submitting the monthly invoice and all documentation and information as required by the City, including the number of the account, and the name, address, and telephone number of the bank. The request must be justified based on the Contractor's written estimated disbursement needs for the next thirty (30) days.
- C. The Contractor shall earn all advances in accordance with the cost reimbursement policy stated herein, and shall return advances to the City when demanded.
- D. Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the City quarterly by separate check made payable to the City.
- E. The City makes no commitment to fund this Project beyond the initial term of this Agreement subject to the continuing availability of federal funds for this Program to the City. The City shall review the Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth in compliance with the provisions of §309 of this Agreement, upon written notice to the Contractor and as set forth by a written amendment.

**§304. Allowable and Unallowable Costs**

- A. To be eligible for payment under this Agreement, costs must be made in compliance with the terms herein, and the provisions of 2 C.F.R Part 200, and as set forth below:
  - 1. Be necessary and reasonable for the proper and efficient performance of this Agreement and in accordance with §301 of this Agreement. The City shall have final authority to determine in good faith whether expenditure is necessary and reasonable.
  - 2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.
  - 3. Be fully documented and determined to be in accordance with standard accounting procedures.
  - 4. Not be included as a cost or used to meet cost sharing or matching requirements of any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
  - 5. Be net of all applicable credits such as purchase discounts, rebates, sales or other income or refunds.
- B. When, in furtherance of this Agreement, the Contractor is granted compensation for the use of real property and/or equipment owned by the Contractor, such compensation shall be computed as provided by 2 CFR Chapter I, Chapter II, Part 200, et al.

C. The following costs, among others, are specifically unallowable:

1. Bad Debts: Any losses arising from uncollectable accounts and other claims, and related costs.
2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
3. Contributions and donations.
4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
5. Fines and Penalties: Costs resulting from violations of, or failure to comply with, Federal, State and local laws and regulations.
6. Interest and Other Financial Costs: Interest or borrowing (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
8. Travel: The difference in cost between first-class air accommodations and less-than-first-class air accommodations are not available.
9. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
10. Non-competitive Sub-agreements: Payments under a sub-agreement not obtained under competitive bidding procedures, unless specifically waived by the City.

D. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be returned immediately to the City.

**§305. Return of Unexpended Funds and Close-Outs**

- A. The Contractor shall immediately return, either upon completion or termination of this Agreement, any unexpended funds to the City Treasury; in no event later than forty-five (45) days after completion or termination of this Agreement. Funds advanced by the City, determined by the City to be in excess of the amount actually required, shall also be returned immediately to the City.
- B. The Contractor shall submit to the City a complete and accurate final close-out invoice of costs and reimbursements for services performed under this Agreement, within forty-five (45) days following the termination or completion of this Agreement. Failure

by the Contractor to comply with the forty-five (45) day requirement may result in a unilateral close-out of this Agreement by the City based on previous invoices filed with the City, and/or the imposition of sanctions as specified herein. Requests for payment submitted after forty-five (45) days shall not be paid by the City.

**§306. Validity of Financial Documentation Submissions**

Financial reports submitted to the City shall be accurate and correct in all respects in accordance with Generally Accepted Accounting Principles (GAAP). Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. The costs of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized by this Agreement unless specifically agreed to by the Contractor and the City in a written amendment.

**§307. Receipt, Use and Accountability of Other Than Budgeted Funds**

Contractor agrees that program income funds realized as a result of activities, which are funded by this Agreement, shall be reported in writing and returned to the City within five (5) working days following the receipt of such funds. The Contractor further agrees that all such income funds shall: (1) be the property of the City; (2) be used solely to offset the operating expenses of the activities funded by this Agreement; (3) not be expended without prior written approval of the City unless otherwise provided for by this Agreement; and (4) be subject to all of the provisions of this Agreement.

**§308. Deposit, Utilization and Commingling Funds**

- A. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.
- B. Funds paid to the Contractor pursuant to this Agreement shall not be commingled with other funds administered by the Contractor.

**§309. Funding Reduction**

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor is in noncompliance with any actual obligations, the City shall, at its discretion, take appropriate action as provided by this Agreement.
- B. In the event that non-City grant funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

**§310. Acknowledgment for Submitting False Claim for Payment**

The 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.

#### **4. STANDARD PROVISIONS**

The Contractor shall comply with the Standard Provisions for City Contracts, which is attached hereto as Exhibit A, and incorporated herein by this reference.

Any conflicts between the restrictive provisions contained in this Agreement and the Standard Provisions for City Contracts, Exhibit A, are to be resolved by applying the more restrictive provisions. The term “contract” as used in the Standard Provisions for City Contracts shall include this Agreement.

##### **§401. Breach**

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

##### **§402. Nondiscrimination and Affirmative Action**

A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person’s race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) or more, Contractor shall comply with the Equal Opportunity Practices Provisions of the Los Angeles Administrative Code §10.8.3., in which event, said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of Twenty-Five Thousand Dollars (\$25,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event, said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board

of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action.

- C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identity, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this section, Title 24 Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

### **§403. Equal Employment Practices**

- A. Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in §10.8.3 of the Los Angeles Administrative Code, as amended from time to time.
- B. During the performance of this contract, the Contractor agrees and represents that it will provide equal employment practices and the Contractor and each subcontractor hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration, including compensation, for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.

- D. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of compensation or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.
- E. The Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. The Contractor shall, upon request, provide evidence that it has or will comply therewith.
- F. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- G. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of §371 of the Charter of the City of Los Angeles. In the event of such a determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- H. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices, including, but not limited to:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning and other on-the-job training for occupations without approved apprenticeship programs;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by the Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Agreement with the City.

#### **§404. Insurance**

##### **A. General Conditions**

1. During the term of this Agreement and without limiting the Contractor's indemnification of the City, the Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance and Minimum Limits Sheet (Form Gen. 146) in Exhibit B hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles – Instructions and Information On Complying With City Insurance Requirements (Revised 05/18) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect the City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverages; 2) provide the City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; 3) be primary with respect to the City's insurance plan. Except when the City is a named insured, the Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.
2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in RFP. These coverages and limits should be tailored to the individual subcontract. For City contracts, Required Insurance

and Minimum Limits are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **KwikComply** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City insurance requirements can be found at: [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).

#### B. Modification of Coverage

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

#### C. Failure to Procure Insurance

1. All required insurances must be submitted and approved by the Office of the City Administrative Officer, Risk Management, prior to the inception of any operations or tenancy by the Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. Non-availability or non-affordability must be documented by a letter from the Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.
2. Within the foregoing constraints, the Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which the City may immediately suspend or terminate this Agreement 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 the Contractor.

#### D. Workers' Compensation

1. By signing this Agreement, the Contractor hereby certifies that it is aware of the provisions of §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 such times as they may apply during the performance of the work pursuant to this Agreement.

2. A Waiver of Subrogation in favor of the City will be required when work is performed on City premises under hazardous conditions.

#### **§405. 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 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 City’s approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

##### **C. Conflict of Interest**

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
  - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

- c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 *et seq.*, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- b. The term "financial or other interest" includes, but is not limited to:
  - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
- c. A subcontract is any agreement entered into by the 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.

**§406. Compliance with State and Federal Statutes and Regulations**

- A. The Contractor warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and the City of Los Angeles. The Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures.

- 1. Statutes and Regulations Applicable to All Grant Contracts

- a. The Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. The Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. The Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- (1) Office of Management and Budget (OMB)

The Contractor shall comply with the provisions of 2 C.F.R. Part 200 which supersedes the OMB Circulars.

- (2) Single Audit Act

If Federal funds are used in the performance of this Agreement, the Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.*; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos

implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement.

(3) Americans with Disabilities Act

In implementing this Agreement, the Contractor represents and certifies that it will:

- (a) Comply with the Americans with Disabilities Act, as amended, 42 U.S.C. §12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code §11135.
- (b) Not discriminate in the provision of its programs, services or activities 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) Provide reasonable accommodation upon request to ensure equal access and effective communication to all of its programs, services and activities.
- (d) The Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.
- (e) The Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.
- (f) The Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.
- (g) The Contractor will require its subcontractors, if any, to include this language in any subcontract.

(4) Political and Sectarian Activity Prohibited

- (a) None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this

Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

- (b) If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, the Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit D. No funds will be released to the Contractor until the Certification is filed.
- (c) The Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by the Contractor. The Contractor shall require that the language of this Certification be included in the award documents for all subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, the Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, shall have the authority to audit, examine and make excerpts or transcripts from records, including all of the Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- (b) The Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

(6) Records Maintenance

Records, either in a HIPAA compliant digital format or in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original or digital forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said

records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

(7) Subcontracts and Procurement

- (a) The Contractor shall comply with the Federal and City standards in the award of any subcontracts, including but not limited to Exhibit G – Subcontract and Procurement Procedures. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- (b) The Contractor shall ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

(8) Labor

- (a) The Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- (b) The Contractor shall comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- (c) The Contractor shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.
- (d) None of the funds shall be used to promote or deter Union/Labor organizing activities. (California Government Code Sec. 16645 *et seq.*)
- (e) The Contractor shall comply with the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328).

(9) Civil Rights

The Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the

Civil Rights Act of 1964 (P.L. 88352, 42 U.S.C. §2000d, which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled “Improving Access to Services for Persons with Limited English Proficiency” (“LEP”), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD’s final guidance contained in Federal Register, Volume 72, No. 13 (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 C.F.R., Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e); (m) the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

#### (10) Relocation Requirements

- (a) The Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

- (b) The Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. §104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced “one-for-one.”

(11) Environmental

- (a) The Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under §176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (33 U.S.C. §1368).
- (b) The Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- (c) The Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (d) The Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation’s waters.
- (e) The Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L.110-161), grant funds must not be

used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 *et seq.*) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 USC 13212).

- (f) The Contractor shall ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (g) By signing this Agreement, the Contractor ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

#### (12) Preservation

The Contractor shall comply with §106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 *et seq.*).

#### (13) Suspension and Debarment

The Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and the Contractor shall submit a Certification Regarding Debarment, Exhibit C attached hereto, required by Executive Orders 12549 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. The Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

#### (14) Drug-Free Workplace

The Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 C.F.R. Part 67, and the California Drug-Free Workplace Act of 1990, California Government Code §§ 8350-8357.

(15) Animal Welfare

- (a) The Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et seq.*)

(16) Faith Based Activities

The Contractor shall comply with 24 C.F.R. 570.200(j) regarding Faith Based Activities.

(17) Pro-Children Act of 1994

- (a) The Contractor must comply with Public Law 103-227, Part C- Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
- (b) The Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

(18) American-Made Equipment Products

The Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

- (19) Mandatory Disclosures: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable to This Particular Grant

1. The Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. The Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:
  - a. 42 U.S.C. §12901-12912, and implementing regulations at 24 C.F.R. §574.3-655.
  - b. The Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, and 11166.

C. Statues and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing
  - a. Eligibility for HUD-Assisted or Insured Housing: A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall me made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms “sexual orientation” and “gender identity” are defined in 24 C.F.R. §5.100.
  - b. Prohibition of Inquiries on Sexual Orientation or Gender Identity: No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD- assisted housing or housing whose financing is insured by HUD, whether renter- or owner- occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.
    - (1) This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant’s sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term “household” is defined in 24 C.F.R. §570.3.

D. Travel Expenses

Travel must be approved in advance by LAHD and included in the Budget. The Contractor, as provided herein, shall be compensated for the Contractor's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem and in compliance with 2 C.F.R. §200.474. The Contractor's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from LAHD.

#### **§407. Federal, State and Local Taxes**

Federal, State and local taxes shall be the responsibility of the Contractor as an independent Contractor and not as a City employee.

#### **§408. Inventions, Patents and Copyrights**

##### **A. Reporting Procedure for Inventions**

1. If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor (U.S. Department of Labor.) Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. §200 *et seq.* (Pub. L. 95-517, Pub. L. 98-620, 37 C.F.R. part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies (dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 C.F.R., 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 C.F.R., 1987 Comp., p. 262). The Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

##### **B. Rights to Use Inventions**

1. City/State shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

##### **C. Copyright Policy**

1. For purposes of this Agreement when copyrightable material (Material) is developed under this Agreement, ownership of the Material shall be governed by the provisions set forth below in Sections E through J. Notwithstanding such ownership rights, the Grantor, State, City and Contractor shall each have an

unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. The Contractor shall comply with 29 C.F.R. 97.34.

#### D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 C.F.R. 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 C.F.R. 27.404(f)(2) instead of unlimited rights. (48 C.F.R. 27.404(a)).
2. Obligations Binding on Subcontractors: The Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

#### E. Intellectual Property Provisions for California Sub-Grants – IF APPLICABLE

1. This Agreement is funded in part with federal “pass through” funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 C.F.R. Part 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Contractor or City/State and which result directly or indirectly from this Agreement.

2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, the Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, the Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, the Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither the Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, the Contractor accesses any third-party Intellectual Property that is licensed to City/State, the Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
5. The Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, the Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made,

conceived, derived from, or reduced to practice by the subcontractor, the Contractor or City/State and which result directly or indirectly from this Agreement or any subcontract.

6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 C.F.R. 663.700-730.
7. The Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

#### G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by the Contractor or City/State and which result directly or indirectly from this Agreement, the Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. The Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless the Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent the Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that the Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

#### H. Copyright

1. The Contractor agrees that for purposes of copyright law, all works made by or on behalf of the Contractor in connection with the Contractor's performance of this Agreement shall be deemed "works for hire." The Contractor further agrees that the work of each person utilized by the Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of the Contractor or that person has entered into an agreement with the

Contractor to perform the work. The Contractor shall enter into a written agreement with any such person that:(i) all work performed for the Contractor shall be deemed a “work made for hire” under the Copyright Act and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by the Contractor or City/State and which result directly or indirectly from this Agreement.

2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by the Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

#### I. Patent Rights

1. With respect to inventions made by the Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement’s scope of work, the Contractor hereby grants to City/State a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement’s scope of work, then the Contractor agrees to assign to City/State, without additional compensation, all its right, title and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.

#### J. Third-Party Intellectual Property

1. Except as provided herein, the Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of the Contractor or third party without first: (i) obtaining City/State’s prior written approval; and (ii) granting to or obtaining for City/State’s, without additional compensation, a license, as described in Section G. above, for any of the Contractor’s or third-party’s Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for the Contractor’s performance of this Agreement, the Contractor shall obtain a license under terms acceptable to City/State.

#### K. Warranties

1. Contractor represents and warrants that:
  - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither the Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or

reduced to practice by the Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by the Contractor.

- b. Neither the Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- c. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
- e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way the Contractor's performance of this Agreement.
- g. City/State makes no warranty that the intellectual property resulting from this subgrant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

#### L. Intellectual Property Indemnity

- 1. The Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not the Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of the Contractor

pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by the Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City/State reserves the right to participate in and/or control, at the Contractor's expense, any such infringement action brought against City/State.

2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, the Contractor will exercise its authority reasonably and in good faith to preserve City/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at the Contractor's expense) in any such claim or action. In the defense or settlement of the claim, the Contractor may obtain the right for City/State to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
3. The Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by the Contractor. The Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### M. Survival

1. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

#### **§409. Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 *et seq.*, of the Los

Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

- A. Contractor assures payment of a minimum initial wage rate to employees as defined in §10.37.2 of the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- B. Under the provision of §10.37.5 of the LAAC, Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor must submit certification of compliance and post the Notice of Prohibition Against Retaliation provided by the City, attached hereto as Exhibit E. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO.
- C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language. Contractor shall require each of its Subcontractors, in accordance with §10.37.6(c) of the LWO, to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency (DAA), which may be amended from time to time.
- E. Under the provisions of §10.36.3(c) and §10.37.6(c) of the LAAC, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if the City determines that Contractor has violated provisions of the LWO and the SCWRO.
- F. In accordance with §10.37.6(g) of the LWO, where the DAA has determined (a) that the Contractor is in violation of the LWO, and (b) that such violation has gone uncured, the DAA may request the awarding authority to declare a material breach of the Agreement and in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures: impoundment shall mean that from monies due to the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor, to its employees. Such monies shall be placed in a holding account and disposed of under procedures described through

final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### **§410. Earned Income Tax Credit**

This Agreement is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under §32 of the Internal Revenue Code of 1954, 26 U.S.C. §32, and shall make available to employees the forms informing them about the EITC and forms required to secure advance EITC payments from employers.

#### **§411. Equal Benefits Ordinance**

- A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), this Agreement is subject to the applicable provisions of the EBO, §10.8.2.1 of the Los Angeles Administrative Code (LAAC), as amended from time to time.
- B. During the performance of the Agreement, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, at (213) 847-1922.”
- C. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Agreement by the Awarding Authority.
- D. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Agreement, in whole or in part, and all monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- E. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.
- F. If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Agreement on behalf of the City. Violation of this

provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of LAAC §10.40 *et seq.*, Contractor Responsibility Ordinance.

#### **§412. Contractor Responsibility Ordinance**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Agreement is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of the Los Angeles Administrative Code, which requires the Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect the Contractor's fitness and ability to continue performing the Agreement. In accordance with the provisions of this Ordinance, by signing this Agreement, the Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this Agreement;
- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of §10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

#### **§413. Restriction on Disclosures**

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

#### **§414. Warranty and Responsibility of Contractor**

- A. 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.

- B. The Contractor hereby certifies that by signing this Agreement, the Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.
- C. The Contractor hereby certifies that by signing this Agreement, the Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth.
- D. The Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

**§415. First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of the First Source Hiring Ordinance (FSHO), this Agreement is subject to the applicable provisions of the FSHO §10.44 *et seq.* of the Los Angeles Administrative Code (LAAC), as amended from time to time.

- A. The Contractor shall, prior to the execution of the contract, provide LAHD a list of anticipated employment opportunities that the Contractor estimates it will need to fill in order to perform the services under the Agreement.
- B. The Contractor further pledges that it will, during the term of the Agreement:
  - 1. Notify the Economic and Workforce Development Department (EWDD), of any new employment opportunity at least seven (7) business days before releasing the employment opportunity announcement to the public;
  - 2. Interview qualified individuals referred by EWDD and various Referral Resources; and
  - 3. Prior to filling any employment opportunity, the Contractor shall inform the Bureau of Contract Administration (BCA) of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. The Contractor shall comply with all rules, regulations and policies promulgated by the BCA, which may be amended from time to time.

- E. Under the provisions of §10.44.8 of the LAAC, if the BCA determines that the Contractor has violated or is not in compliance with the FSHO, the BCA will notify the Contractor of the determination and may recommend that the Awarding Authority take any of the following actions: terminate the Agreement, withhold payments due to the Contractor, and/or pursue any rights and remedies available by law.
- F. Under the provisions of §10.44.13 of the LAAC, if the BCA determines that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under LAAC §10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted, in accordance with LAAC §10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

**§416. 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 both the Contractor's employees, any subcontractors, and the public.

**§417. Prohibition Against Duplication of Benefits**

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq.*) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses as a result of a Federally-declared disaster or emergency. The "duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Recipients must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

**5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS**

**§501. Defaults**

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations in accordance with §502 of this Agreement; or

- D. Terminate the Agreement; or
- E. Take other remedies that may be legally available.

**§502. Suspension**

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days, the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §404 (Insurance) herein. Performance shall not resume without the prior written approval of City.

**§503. Termination**

- A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), the Contractor shall provide to the City copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201, or upon completion of the performance, of this Agreement.

#### **§504. Notices of Suspension or Termination**

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

#### **§505. Amendments**

- A. Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
- B. The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement.

#### **§506. Waivers**

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.
- B. No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

### **6. ENTIRE AGREEMENT**

#### **§601. 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.

#### **§602. 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.

**§603. 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.

**§604. Number of Pages and Attachments**

This Agreement is executed in **three (3) triplicate originals**, each of which is deemed to be an original. This Agreement includes fifty-six (56) pages and eight (8) 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 LACityClerk Connect website.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

**7. SIGNATURE PAGE**

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

APPROVED AS TO FORM: Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

HYDEE FELDSTEIN SOTO, City Attorney

For: CITY OF LOS ANGELES

By: \_\_\_\_\_  
Assistant/Deputy City Attorney

ANN SEWILL  
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

HOLLY L. WOLCOTT, City Clerk

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Deputy City Clerk

For: Housing Authority of the City of Long Beach, a government agency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alison King  
Deputy Executive Director

APPROVED AS TO FORM:  
Dawn McIntosh, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

CFDA Number: HOPWA – 14.241  
Unique Entity Identification Number: C6FGJK6V9H33  
Internal Revenue Service ID Number: 95-2585117  
Council File Number: 24-0500  
Dates of Approvals: June 18, 2024 (Council) & June 27, 2024 (Mayor)  
Said Agreement is Number \_\_\_\_\_ of City Contracts

**EXHIBIT A**  
**STANDARD PROVISIONS FOR CITY CONTRACTS**

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

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

### **PSC-2. Applicable Law, Interpretation and Enforcement**

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

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

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

### **PSC-3. Time of Effectiveness**

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

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

### **PSC-4. Integrated Contract**

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

### **PSC-5. Amendment**

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

### **PSC-6. Excusable Delays**

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

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

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

### **PSC-7. Waiver**

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

### **PSC-8. Suspension**

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

### **PSC-9. Termination**

#### A. Termination for Convenience

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and

unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury

or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

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

#### **PSC-10. Independent Contractor**

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

#### **PSC-11. Contractor's Personnel**

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

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

#### **PSC-12. Assignment and Delegation**

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

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

**PSC-13. Permits**

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

**PSC-14. Claims for Labor and Materials**

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

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

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

**PSC-16. Retention of Records, Audit and Reports**

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

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

**PSC-17. Bonds**

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

**PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless

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

#### **PSC-19. Intellectual Property Indemnification**

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

#### **PSC-20. Intellectual Property Warranty**

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

#### **PSC-21. Ownership and License**

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

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may

therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

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

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

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

#### **PSC-22. Data Protection**

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

#### **PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

**PSC-25. Warranty and Responsibility of Contractor**

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

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

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

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

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

**PSC-27. Child Support Assignment Orders**

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

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the City's Regional Alliance Marketplace for Procurement ("RAMP") at [www.rampla.org](http://www.rampla.org), to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of

work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision (<https://bca.lacity.gov/Uploads/sdo/Slavery%20Disclosure%20Ordinance.pdf>).

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision (<https://bca.lacity.gov/Uploads/fsho/First%20Source%20Hiring%20Ordinance.pdf>).

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision ([https://bca.lacity.gov/Uploads/contracting/LBP\\_Ordinance\\_181910.pdf](https://bca.lacity.gov/Uploads/contracting/LBP_Ordinance_181910.pdf)).

**PSC-36. Iran Contracting Act**

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

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

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

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

You are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles

(“CITY”) officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

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

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision (<https://bca.lacity.gov/Uploads/fciho/Fair%20Chance%20Initiative%20for%20Hiring%20Ordinance%20for%20City%20Contractors.pdf>).

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

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

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

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

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

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

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole

expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

#### **PSC-42. Possessory Interests Tax**

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

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

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

#### **PSC-45. Disclosure of Border Wall Contracting Ordinance**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., ‘Disclosure of Border Wall Contracting.’ City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

#### **PSC-46. City’s Additional Remedies**

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

#### **PSC-47. Payment Does Not Imply Acceptance of Work**

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials,

equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

**PSC-48. Work Not in Scope of Services**

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

**PSC-49. 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, City employees and the public.

**PSC-50. Prohibition Against Duplication of Benefits**

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. "Duplication of benefits" occurs when federal financial assistance is provided to a person or entity through a program to address losses resulting from a federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Recipients must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.

**ATTACHMENT 1**  
**INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Name: Housing Authority of the City of Long Beach (HACLB) Date: 07/25/2024

Agreement/Reference: 24-25 HOPWA Tenant Based Rental Assistance (TBRA)

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"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of LA is required to be named as an additional insured</u>	<b>\$1,000,000</b>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct _____</span> <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
<input type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	
Discovery Period _____	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 200px;"><input type="checkbox"/> _____</span>	
<input type="checkbox"/> <b>Pollution Liability</b>	
<input type="checkbox"/> _____	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>	

**Other:**  
1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.  
 \_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT B**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE**  
**REQUIREMENTS**

NAME:	Lynn Jenkins
CITY AGENCY:	Los Angeles Housing Dept.
ADDRESS:	1910 W Sunset Blvd, 3rd Floor Los Angeles, CA 90026
TELEPHONE:	(310) 524-1220
EMAIL:	lynn.jenkins@lacity.org

(Share this information with your insurance agent or broker.)

**PERSON TO CONTACT:** Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit.

**GENERAL INFORMATION**

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.

- Professional Liability insurance

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

(Rev. 05/18)

**EXHIBIT C**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 24 CFR Part 24 §24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER: \_\_\_\_\_

Housing Authority of the City of Long Beach  
CONTRACTOR/BORROWER/AGENCY

Alison King, Deputy Executive Director  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Exhibit C (cont.)**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EXHIBIT D**  
**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans**  
**and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER: \_\_\_\_\_

Housing Authority of the City of Long Beach  
CONTRACTOR/BORROWER/AGENCY

Alison King, Deputy Executive Director  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT E**  
**CERTIFICATION REGARDING**  
**NOTICE OF PROHIBITION AGAINST RETALIATION**

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

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/eeo/Notice\\_to\\_Employees\\_of\\_Retaliation\\_%28English%29%2002.2024.pdf](https://bca.lacity.gov/Uploads/eeo/Notice_to_Employees_of_Retaliation_%28English%29%2002.2024.pdf) and in Spanish at [https://bca.lacity.gov/Uploads/eeo/Notice\\_to\\_Employees\\_of\\_Retaliation%20%28Spanish%29%2002.2024.pdf](https://bca.lacity.gov/Uploads/eeo/Notice_to_Employees_of_Retaliation%20%28Spanish%29%2002.2024.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 call the Equal Employment Opportunity Enforcement Section at (213) 847-2323.

**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**  
**Phone: (213) 847-2323 — Fax: (213) 847-2777**

Rev. 02/24

AGREEMENT NUMBER:

Housing Authority of the City of Long Beach \_\_\_\_\_

CONTRACTOR/BORROWER/AGENCY

Alison King, Deputy Executive Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT F**  
**MANAGEMENT REPRESENTATION**

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True  False

2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True  False

3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.

True  False

4. Except as recorded or disclosed to you herein, I know of no instances of:

- a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True  False

- b. Guarantees, whether written or oral, under which the Contractor is contingently liable.

True  False

- c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True  False

5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True  False

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

True  False

7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True  False

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

True  False

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True  False

10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True  False

11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.

True  False

12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.

True  False

13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.

True  False

14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True  False

15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.

True  False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER: \_\_\_\_\_

Housing Authority of the City of Long Beach  
CONTRACTOR/BORROWER/AGENCY

Alison King, Deputy Executive Director  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT G**  
**SUBCONTRACT AND PROCUREMENT PROCEDURES**

**A. SUBCONTRACTS**

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.
2. Subcontracts entered into in the performance of this Agreement shall:
  - a. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.
  - b. Specifically prohibit assignment or transfer of interest without prior written approval by the City.
  - c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City for approval prior to execution.
4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to City upon written request.
5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.
6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

**B. PROCUREMENT PROCEDURES**

1. It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.
  - a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
  - b. Responsibilities:
    - (1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:
      - (a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

- (b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.
  - (3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.
  - (4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.
  - (5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.
  - (6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.
  - (7) The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.
  - (8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.
  - (9) The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.  
  
The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing [www.sam.gov](http://www.sam.gov). The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.
  - (10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.
  - (11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.
  - (12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:

- (a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
  - (b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;
  - (c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
  - (d) Prepare an analysis of costs to verify allowability and to determine reasonableness;
  - (e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
  - (f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
  - (g) Identify policy and process by which selection of awardee(s) will be made; and
  - (h) Provide an opportunity for bidders to appeal staff recommendations.
  - (i) Items a-c should be sufficiently completed before issuance of the bid package so relevant parts can be included.
- (13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.
- (14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.
- (15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.
- (16) Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.
- (17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
- (18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not been implemented, then the service provider shall be barred from receiving any future City funds.
- (19) Participation of Minorities, Women, Disadvantaged and Small Businesses

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.

- (20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
  - (21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)
  - (22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
      - i. Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
      - ii. Procure or obtain, extend or renew a contract to procure or obtain;
      - iii. Enter into a contract (or extend or renew a contract) to procure; or
      - iv. Obtain the equipment, services, or systems.
- c. Cost or Price Analysis:
- (1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
  - (2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
  - (3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
  - (4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d. Awarding of Agreement/Contract

- (1) Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.
- (2) The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000.
- (3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractor with an approved child care policy.
- (4) Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

- (1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:
  - (a) Has a history of unsatisfactory performance;
  - (b) Is not financially stable;
  - (c) Has a management system that does not meet the management standards set forth in this part; or
  - (d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.

- (2) If the City/Contractor agency determines that a grant or sub-grant shall be made to a “high-risk” contractor or subcontractors, then special funding restrictions that address the “high-risk” status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:
  - (a) Use of reimbursements rather than advances or payment upon completion of the project;
  - (b) Requiring additional and/or more detailed financial or performance reports;
  - (c) Additional monitoring;
  - (d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or
  - (e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).
- (3) If the City/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:
  - (a) The nature of the funding restriction(s);
  - (b) The reason(s) for imposing them;
  - (c) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;
  - (d) The method of requesting reconsideration of the restrictions imposed; and
  - (e) Additional prior approvals.

f. City Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §405 of this Agreement.

g. Methods of Procurement

- (1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.
- (2) Prior to entering into any subcontract that has a value of One Thousand Dollars (\$1,000) or more, the Contractor shall submit to the City evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.

- (a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under \$10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.
- (b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under \$250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

<u>Dollar Range of Purchase</u>	<u>Contract and Method</u>
\$10,001 to \$250,000	3 written bids received**

\*\*Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

- (c) Purchase/Services Over \$250,000

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

- i. In order for sealed bidding to be feasible, the following conditions should be present:
  - (i) A complete, adequate, and realistic specification or purchase description is available;
  - (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
  - (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- ii. If sealed bids are used, the following requirements apply:
  - (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
  - (ii) The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
  - (iii) All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
  - (iv) A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts,

transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(vi) Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.

(d) Procurement by competitive proposals.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- ii. Proposals must be solicited from an adequate number of qualified sources;
- iii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- v. The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- i. The item is available only from a single source;
- ii. The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- iii. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- iv. After solicitation of a number of sources, competition is determined inadequate.

(f) Contract Provisions

- i. All contracts must contain at a minimum the following provisions:
  - (i) Specific deliverables and the basis for payment;
  - (ii) Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;
  - (iii) Provisions that describe remedies for breach;
  - (iv) Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;
  - (v) Provisions for termination for cause and convenience;
  - (vi) Access to records for audit purposes;
  - (vii) Audit requirements;
  - (viii) Provisions for payment and delivery;
  - (ix) Provisions describing contract amendment procedures;
  - (x) Provisions against assignment;
  - (xi) Provisions for equal opportunity and non-discrimination;
  - (xii) Provisions prohibiting conflicts of interest.

(g) Competition

- i. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
  - (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
  - (ii) Requiring unnecessary experience and excessive bonding;
  - (iii) Noncompetitive pricing practices between firms or between affiliated companies;
  - (iv) Noncompetitive contracts to consultants that are on retainer contracts;
  - (v) Organizational conflicts of interest;
  - (vi) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
  - (vii) Any arbitrary action in the procurement process.

- ii. The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
  - iii. The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
    - (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
    - (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
    - (iii) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (h) Appeal and Dispute Procedures

The City and its contractors shall have protest procedures to hand and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

**EXHIBIT H**

<b>EXHIBIT H: Program Goals and Outcomes</b>	
<b>Contractor:</b>	<b>Housing Authority of the City of Long Beach</b>
<b>Program Type:</b>	<b>Tenant-Based Rental Assistance and Supportive Services</b>
<b>Contract No.:</b>	<b>NEW CONTRACT</b>
<b>Contract period:</b>	<b>07/01/2024 to 06/30/2025</b>
<b>Total Funding:</b>	<b>\$600,000</b>
<b>PROGRAM GOALS</b>	
<b>Service Categories</b>	<b>Number of Clients Served</b>
Tenant Based Rental Assistance	22
<b>PROGRAM OUTCOMES</b>	
Percent of all clients served who will complete a housing plan(s) after enrollment(s) and assessment	100%
Percent of clients served who will have contact with case manager/benefits counselor	100%
Percent of clients served who will have contact with a primary health care provider	80%
Percent of clients served who will access and maintain private or government medical insurance	80%
Percent of clients who will increase and/or maintain their income	80%
Percent of clients that will obtain an income producing job	15%

1 RESOLUTION NO. H.A. \_\_\_\_\_

2  
3 A RESOLUTION OF THE HOUSING AUTHORITY OF  
4 THE CITY OF LONG BEACH, CALIFORNIA, AUTHORIZING  
5 THE ASSISTANT EXECUTIVE DIRECTOR AND THE  
6 DEPUTY EXECUTIVE DIRECTOR TO EXECUTE ALL  
7 DOCUMENTS NECESSARY TO ACCEPT FUNDING FROM  
8 THE LOS ANGELES HOUSING DEPARTMENT (LAHD) TO  
9 CONTINUE THE HOUSING OPPORTUNITIES FOR  
10 PERSONS WITH AIDS (HOPWA) PROGRAM FOR FY 2024-  
11 2025

12  
13 WHEREAS, since 1999, the Housing Authority of the City of Long Beach (the  
14 “Authority”) has been providing housing and supportive services to low-income persons  
15 living with HIV/AIDS with funding provided by the Los Angeles Housing Department  
16 (“LAHD”); and

17 WHEREAS, the Authority desires to accept funding from LAHD for the  
18 Housing Opportunities for Persons with AIDS (“HOPWA”) Program for FY 2024-2025; and

19 WHEREAS, the Authority desires to identify the individuals authorized to sign  
20 all legal documents in conjunction with the HOPWA Program;

21 NOW, THEREFORE, the Housing Authority of the City of Long Beach,  
22 California resolves as follows:

23 Section 1. The Assistant Executive Director, and the Deputy Executive  
24 Director of the Housing Authority, are each, acting individually, hereby authorized and  
25 directed on behalf of the Housing Authority to execute any and all instruments necessary  
26 to accept HOPWA Program funds from the Los Angeles Housing Department and  
27 implement the HOPWA Program for Fiscal Year 2024-2025.

28 Section 2. The Clerk will certify to the passage of this resolution by the

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802

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1 Housing Authority of the City of Long Beach, California, and it will immediately take effect.

2 I certify that the foregoing resolution was adopted by the Housing Authority

3 of the City of Long Beach, California, at its meeting of \_\_\_\_\_, 2024,

4 by the following vote of the qualified members of the Authority:

5

6 Ayes: Commissioners: \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 Noes: Commissioners: \_\_\_\_\_

11 \_\_\_\_\_

12 Absent: Commissioners: \_\_\_\_\_

13 \_\_\_\_\_

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15 \_\_\_\_\_

16 \_\_\_\_\_  
City Clerk

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OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802

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CERTIFICATE OF RECORDING OFFICER

I, the undersigned, the duly qualified and acting Clerk of the Housing Authority of the City of Long Beach, California, do certify:

1. That the attached resolution is a true and correct copy of a resolution as finally adopted by a duly called meeting of the Housing Authority of the City of Long Beach, California held on \_\_\_\_\_, 2024 and duly recorded in the official records of the Governing Body; that the resolution has not been amended, modified, or rescinded, and is now in full force and effect;

2. That the meeting was duly convened and held in all respects in accordance with law; that to the extent required by law, due and proper notice of the meeting was given; that a legal quorum was present throughout the meeting and that a legally sufficient number of members of the Housing Authority of the City of Long Beach, California voted in the proper manner for adoption of the resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of the resolution, including publication, if required, have been duly fulfilled, carried out, and otherwise observed; that I am authorized to execute this Certificate; and that the seal affixed below constitutes the official seal of the Housing Authority of the City of Long Beach, California and this Certificate is executed under that official seal.

IN WITNESS WHEREOF, I have set my hand on \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Signature)  
CITY CLERK