<table>
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<td><strong>To:</strong> THE COUNCIL</td>
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<tr>
<td><strong>From:</strong> THE MAYOR</td>
</tr>
<tr>
<td><strong>Date:</strong> DEC 9, 2011</td>
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</tbody>
</table>

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

ANTONIO R. VILLARAIGOSA
Mayor
December 1, 2011

Council File: 10-1140-S1
Council Districts: All
Contact Persons:
Liseth Romero-Martinez 808-8828
Courtney Durham 808-8833
Vasken Djansezian 808-8978
Douglas Swoger 808-8948

Honorables Antonio R. Villaraigosa
Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, CA 90012

Attention: Pamela A. Finley, Legislative Coordinator

COUNCIL TRANSMITTAL: REQUEST APPROVAL OF CONTRACTORS SELECTED THROUGH A REQUEST FOR PROPOSALS (RFP) FOR CONDUCTING LEAD OUTREACH, EDUCATION, ENROLLMENT AND TRAINING FOR THE LEAD HAZARD REMEDIATION PROGRAM (LHRP) AND REQUEST AUTHORITY TO APPLY FOR HOUSING AND URBAN DEVELOPMENT 2012 NOFA LEAD HAZARD REDUCTION DEMONSTRATION GRANT PROGRAM

SUMMARY

The Los Angeles Housing Department’s (LAHD) Homeownership Division administers the Lead Hazard Remediation Program (LHRP) designed to prevent and control lead-based paint hazards in the City of Los Angeles. In June 2011, the City Council and Mayor approved LAHD’s request to release a “Request for Proposal” (RFP) to solicit contractors for the purpose of providing Outreach, Education, Enrollment and Training services, in support of the LHRP (C.F.10-1140-S1).

On August 4, 2011, LAHD issued an RFP requesting proposals for two service categories: 1) Outreach, Education and Enrollment and 2) Training. Outreach, Education and Enrollment services include conducting door-to-door outreach and participating in community fairs and meetings to educate tenants and property owners on lead hazards and lead-safe work practices. Training services include providing formal training to property owners, property managers, maintenance and construction workers and inspectors on lead-safe work practices and
compliance with lead hazard regulations of the U.S. Environmental Protection Agency (EPA) and Occupational Health and Safety Administration (OSHA).

Contractors were minimally required to have at least 18 consecutive months of related work experience and the capacity to perform the required services in all council districts. Nine proposals were received for Outreach, Education and Enrollment services and three proposals were received for Training services. All proposals were reviewed, evaluated and scored by LAHD staff. The four highest scoring proposals for Outreach, Education and Enrollment and two highest scoring proposals for Training are being recommended for approval and contract.

LAHD is requesting that the Mayor and City Council approve the results of the RFP and authorize LAHD to execute service contracts with six recommended contractors for a total combined amount not to exceed $250,000. All contracts will commence on January 2, 2012 for a period of one year, with two one-year renewal options, subject to contractor performance, funding availability, approval of the City Attorney as to form, and compliance with the Department of Public Works, Bureau of Contract Administration, City contract requirements.

On November 29, 2011, the U.S. Department of Housing and Urban Development (HUD), Office of Healthy Homes and Lead Hazard Control, released the Notification Funding Availability for a maximum of a $3 million for the Lead Hazard Reduction Demonstration Grant Program.

The General Manager of LAHD respectfully requests authority to apply, enter into negotiations and execute the necessary documents should the City be successful in receiving the funds.

RECOMMENDATIONS

The General Manager of LAHD respectfully requests that:

I. Your office schedule this transmittal at the next available meeting(s) of the appropriate City Council committee(s) and forward it to the City Council for review and approval immediately thereafter;

II. The City Council, subject to the approval of the Mayor, take the following actions:

   A. APPROVE the selection of the following six contractors: 1) Pacoima Beautiful, 2) Inner City Law Center, 3) Inquilinos Unidos, 4) Coalition for Economic Survival, 5) National Econ Corporation and 6) Healthy Homes Collaborative, as recipients of the RFP contracts.

   B. AUTHORIZE the General Manager of LAHD, or designee, to execute service contracts, not to exceed $50,000 per contract, with each of the following contractors: 1) Pacoima Beautiful, 2) Inner City Law Center, 3) Inquilinos Unidos and 4) Coalition for Economic Survival, for Outreach, Education and Enrollment services. All contracts will commence on January 2, 2012 for a period of one year, with two one-year renewal options, subject to contractor performance, funding
availability, approval of the City Attorney as to form, and compliance with the Department of Public Works, Bureau of Contract Administration, City contract requirements. The funding source for these contracts is Fund No. 53Q Department 43, Account 43G902 Lead Hazard Reduction Direct.

C. AUTHORIZE the General Manager of LAHD or designee, to execute service contracts, not to exceed $25,000 per contract, with each of the following contractors: 1) National Econ Corporation and 2) Healthy Homes Collaborative, for Training services. All contracts will commence on January 2, 2012 for a period of one year, with two one-year renewal options, subject to contractor performance, funding availability, approval of the City Attorney as to form, and compliance with the Department of Public Works, Bureau of Contract Administration, City contract requirements. The funding source for these contracts is Fund No. 53Q Department 43, Account 43G902 Lead Hazard Reduction Direct.

D. AUTHORIZE the General Manager of LAHD or designee, in the event that the contractor is unable to fulfill their obligations, to amend contracts and allocate funds to the remaining qualified contractors in order to meet programmatic goals.

E. AUTHORIZE the General Manager of LAHD or designee, to submit an application to HUD’s 2012 Lead Hazard Reduction Demonstration Grant Program NOFA by the due date and enter into negotiations with HUD, should LAHD be successful in its application.

F. AUTHORIZE the General Manager of LAHD or designee, to execute the grant agreement with HUD subject to review by the City Attorney as to form.

G. DESIGNATE the General Manager of LAHD, or designee, as the responsible Officer to administer the funds in accordance with the grant agreement established with HUD.

H. INSTRUCT the General Manager of LAHD or designee, if awarded the grant, to report back on program design, staffing needs, Controller’s instruction, and other relevant information for review and approval.

I. AUTHORIZE the General Manager of LAHD or designee, to prepare Controller’s instructions and make any necessary technical adjustments consistent with the Mayor and City Council actions in this matter, subject to the approval of the City Administrative Officer (CAO), and request the Controller to implement these instructions.

BACKGROUND

Lead-based paint hazards are a serious health concern for children living in housing built before 1978. High exposure to lead can cause adverse health effects, which include delayed physical development, reduced IQ, learning difficulties, hyperactivity, anemia, kidney damage and
behavioral problems. Based on the 2010 American Community Survey (ACS), in the City of Los Angeles, there are over one million pre-1978 housing units that potentially contain lead-based paint hazards.

HUD requires LAHD to implement several objectives with the intent of educating residents about lead hazard control and inform them of available financial assistance for remediation. LAHD utilizes the services of qualified Community Based Organizations (CBOs), selected through the City’s RFP process (C.F.08-2742), to conduct outreach, education, enrollment and training. These CBOs supported the LHRP by conducting door-to-door outreach and education to tenants and property owners on the need to use lead-safe work practices (LSWP), enrolling eligible buildings, and maintaining and sponsoring community-wide events to encourage and promote lead hazard control. The alliance built with the CBOs has been very successful in creating a positive relationship between the community residents and local government. LAHD has determined that it is cost effective to utilize the services of these contractors since they are able to make contact with residents after normal business hours and weekends, as opposed to compensating staff for overtime work. In addition, these CBOs are familiar with the constituents’ needs.

The overarching purpose of the Lead Hazard Reduction Demonstration (LHRD) Grant Program is to assist states, Native American Tribes, cities, counties/parishes, or other units of local government in undertaking comprehensive programs to identify and control lead-based paint hazards in eligible privately owned rental or owner-occupied housing within the urban jurisdictions with the greatest lead-based paint hazard control needs. The available grant is $3 million, and the “period of performance” is 36 months. A minimum match of 25% of the Federal funds is required. LAHD anticipates meeting the 25% match through the Systematic Code Enforcement Program (SCEP). The integration of the LHRP with the SCEP supports the outreach and referral of units with lead hazards and also the enforcement of lead-safe work practices in all pre-1978 rental units where repair work is undertaken pursuant to correction orders from City code inspectors. Administrative expenses not directly related to the LHRD must not exceed 10% of the overall grant.

**AUTHORIZATION FOR RFP**

The Personnel Department and City Administrative Officer determined, through a Charter Section 1022 review, that although there were classifications of City employees that could perform the services listed in the RFP, it was more effective and cost efficient to have contractors perform this type of work.

The Department publicized its RFP utilizing a combination of the following methods: electronic notifications to Council Offices, posting on the LAHD’s internet website, posting on the Los Angeles Business Assistance Virtual Network (LABAVN) and direct mailing to all contractors on the LHRP contractors list. In response to these efforts, over 20 individual entities attended the LHRP “Proposers Conference” held on August 11, 2011. Proposals were due on September 2, 2011.
RFP EVALUATION CRITERIA

LAHD staff reviewed and scored each proposal in accordance with the criteria set forth in the RFP. The table below describes the evaluation criteria employed.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrated Effectiveness-Quality and depth of the proposer’s experience and that of the assigned personnel as it relates to the required services.</td>
<td>25</td>
</tr>
<tr>
<td>Organization Capacity-The ability of the proposer to provide the scope of services as it relates to the required services within the City’s requested time frames.</td>
<td>25</td>
</tr>
<tr>
<td>Proposer’s Plan-The adequacy of the proposer’s description of how it intends to provide the required services.</td>
<td>25</td>
</tr>
<tr>
<td>Cost-The rates charged for the scope of services, including an assessment of the feasibility of providing the services within the proposed cost.</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Nine staff members were selected to review the submitted proposals. The Review Panel consisted of staff members with classifications that ranged from Rehabilitation Project Coordinators, Finance Development Officers, Rehabilitation Construction Specialists and Management Analysts. The range of staff expertise included, but was not limited to: financial and market analysis; policy and program analysis; technical knowledge of housing rehabilitation and code standards; and knowledge of State and Federal housing rules and regulations. Each proposal was reviewed by three reviewers and the final score was an average of their scores.

The top scoring contractors providing services for outreach, education and enrollment are as follows: Pacoima Beautiful (94.0 points), Inner City Law Center (93.7 points), Inquilinos Unidos (93.7 points) and Coalition for Economic Survival, (92.0 points). Also, the top scoring contractors for training are National Econ Corporation (83.6 points) and Healthy Homes Collaborative, (76.0 points). All applicants were notified of the Review Panel decision and their rights to an appeal.

SCOPE OF WORK

Across the two service categories, only the highest-scoring proposers are being recommended for a contract (Attachment 1). Based on the needs of the Department and funding availability, a total of six contractors are being recommended for service contracts.

a) LAHD is recommending the following contractors for conducting outreach, education and enrollment, the maximum amounts of $50,000 each, as shown below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacoima Beautiful-Pacoima, CA 91331</td>
<td>$50,000</td>
</tr>
</tbody>
</table>
LEAD HAZARD REMEDIATION GRANT PROGRAM

Page 6

- Inner City Law Center-Los Angeles, CA 90021 $50,000
- Inquilinos Unidos-Los Angeles, CA 90057 $50,000
- Coalition for Economic Survival-Los Angeles, CA 90020 $50,000

TOTAL = $200,000

A full description of contract services is reflected in the draft Contract Agreement included in Attachment #2. Each contractor that provides Outreach, Education and Enrollment services will be required to meet the following deliverables:

<table>
<thead>
<tr>
<th>Scope of Work- (Outreach, Education and Enrollment)</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Door-to-Door” Education and Outreach (units)</td>
<td>675</td>
</tr>
<tr>
<td>Target Meetings</td>
<td>15</td>
</tr>
<tr>
<td>Neighborhood Meetings/Presentations</td>
<td>5</td>
</tr>
<tr>
<td>Community Health Fairs (part of larger community event)</td>
<td>2</td>
</tr>
<tr>
<td>Applications for Grant Funding (units or buildings)</td>
<td>25</td>
</tr>
<tr>
<td>Referral of qualified units to the LHRP (units)</td>
<td>30</td>
</tr>
</tbody>
</table>

Within the scope of work for Outreach, Education and Enrollment, the contractor will be required to make contact with adult residents and educate them on the hazards of lead based paint and distribute information on preventing lead poisoning. The contractor will also be responsible for orchestrating several meetings with various community members and make public presentations, advocating the need for lead hazard control and availability of LHRP funding. Residents that are interested in participating in the LHRP and need assistance in completing their application forms will also be assisted by the contractor.

b) Additionally, LAHD is recommending the following contractors for training, the maximum amounts of $25,000 each, as shown below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. National Econ Corporation-Anaheim, CA 92805</td>
<td>$25,000</td>
</tr>
<tr>
<td>2. Healthy Homes Collaborative-Los Angeles, CA 90031</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

TOTAL = $50,000

A full description of contract services is reflected in the draft Contract Agreement included in Attachment #3 to this report. Each contractor that provides “Training” services will be required to meet the following deliverables:

<table>
<thead>
<tr>
<th>Scope of Work - (Training)</th>
<th>Qty (individuals)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Awareness Training (3 hours)</td>
<td>100</td>
</tr>
<tr>
<td>EPA Lead Certified Training (8 hours)</td>
<td>75</td>
</tr>
</tbody>
</table>

The recommended contractor will be required to provide training to various entities including owners, property managers, maintenance workers, code inspectors, tenants and construction workers. The 3-hour Lead Awareness Training will provide an overview of lead based paint hazards and techniques for implementing lead safe work practices.
Additionally, contractors will be required to teach the 8-hour "EPA Lead Certified Training" course on the newly implemented U.S. EPA Renovation, Repair and Painting (RRP) Rule, which went into effect in April 2010. The Lead Certified Training will cover various topics regarding controlling lead-based paint hazards during renovation activities.

Initially, when LAHD requested authority from the Mayor and City Council to release the RFP (C.F.10-1140-S1), the Department indicated that it would select up to five contractors to provide the necessary services. However, after careful consideration, the Department determined that it was necessary to have a total of six contractors, which includes one additional contractor for conducting training in the event that the other is unable to perform.

**APPEAL PROCESS**

Unsuccessful respondents to the RFP were offered the opportunity to appeal procedural issues. LAHD gave proposers five business days to file for an appeal upon receiving their determination letters. One appeal was received. The LAHD selected an appeal panel and heard the appeal on October 11, 2011. The appeal panel members were distinct from the review panel and consisted of three LAHD staff members with expertise in contract administration. The appeal panel unanimously concurred with the determination of the original review panel and the appellant was informed of the final decision.

**FUNDING**

The LHRP relies solely on HUD funded grants. As part of its implementation process and budget, LAHD indicated to HUD that it would partner with qualified contractors for conducting outreach, education, enrollment and training. Funding for these contracts has been approved by the City Council and the Mayor (Ref. C.F. 10-1140). LAHD will be utilizing a maximum of $250,000 from the 2011 Lead Hazard Reduction Demonstration Grant, Fund No. 53Q Department 43, Account 43G902 Lead Hazard Reduction Direct, to finance these efforts. A maximum amount of $50,000 will be awarded to each of the four contractors conducting Education Outreach and Enrollment services and a maximum amount of $25,000 will be awarded to each of the two contractors for Training services.

In the event that any of the recommended contractors are unable to fulfill their obligations, including performance in a timely manner, funding will be reallocated to the other remaining qualified contractors in order to meet programmatic goals and demands.

**FISCAL IMPACT STATEMENT**

These activities are funded by HUD Grant funds. There will be no fiscal impact on the General Fund.
## RFP EVALUATION RESULTS

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>NAME</th>
<th>POINTS AWARDED</th>
<th>RECOMMEND (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CATEGORY 1</strong> (Outreach, Education &amp; enrollment)</td>
<td>Pacoima Beautiful</td>
<td>94.00</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Inner City Law</td>
<td>93.67</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Inquilinos Unidos</td>
<td>93.67</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Coalition of Economic Survival (CES)</td>
<td>92.00</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Koreatown Immigrant Workers Alliance (KIWA)</td>
<td>90.00</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>Diversity Research</td>
<td>81.83</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>Esperanza Community Housing Corporation</td>
<td>76.83</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>Central City Neighborhood Partners (CCNP)</td>
<td>73.67</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>Advance Education</td>
<td>67.00</td>
<td>N</td>
</tr>
<tr>
<td><strong>CATEGORY 2</strong> (Training)</td>
<td>National Econ Corporation</td>
<td>83.67</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Healthy Homes Collaborative</td>
<td>76.00</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>Homesafe</td>
<td>71.00</td>
<td>N</td>
</tr>
</tbody>
</table>
ATTACHMENT-2

PROFESSIONAL SERVICES AGREEMENT

FOR

FOR OUTREACH, EDUCATION AND ENROLLMENT SERVICES

Contractor: «Contractor»

Title:

Said Agreement is Number ____________ of City Contracts
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   §502 SUSPENSION OF THE AGREEMENT
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6. ENTIRE AGREEMENT
   §601 COMPLETE AGREEMENT
   §602 NUMBER OF PAGES AND ATTACHMENTS

7. SIGNATURE PAGE
EXHIBITS

Exhibit A  Indemnification and Insurance Requirements
Exhibit B  Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C  Certification Regarding Lobbying
Exhibit D  Notice of Prohibition against Retaliation
Exhibit E  Management Representation Statement
AGREEMENT NUMBER __ __ _
OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
«Contractor»

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and «Contractor» hereinafter called the Contractor.

RECITALS

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

WHEREAS, the 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 project which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the LAHD budget by the U.S. Department of Housing and Urban Development (Grantor/HUD) pursuant to the Lead Hazard Reduction Demonstration Grant Program; and

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

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

WHEREAS, 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 __________________ dated ____________ with Mayor’s concurrence dated ____________ ) which authorizes the General Manager of the Los Angeles Housing Department to prepare and execute the Agreement.

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

LHRP Outreach, Education and Enrollment Contract-DRAFT
1. **INTRODUCTION**

§101 Parties to the Agreement

A. The parties to this Agreement are:

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

2. The Contractor, known as «Contractor», having its principal office at «Address_1», «Address_2».

§102 Representatives of the Parties and Service of Notices

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

1. The representative of the City shall be, unless otherwise stated in the Agreement:
   
   Douglas Guthrie, General Manager
   Los Angeles Housing Department
   1200 West 7th Street, 9th Floor
   Los Angeles, CA 90017

   With copies to:

2. The representative of the Contractor shall be:

   «First_Name» «Last_Name», «Title»
   «Address_1»
   «Address_2»

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

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

§103 Independent Contractor

A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent
or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104 Conditions Precedent to Execution of This Agreement

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

1. Proof of insurance as required by the City in accordance with Section 414 of this Agreement and attached hereto as Exhibit A and made a part hereof.

2. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12459 and 12689 in accordance with §416.A.1.a.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.

3. Certifications and Disclosures Regarding Lobbying in accordance with §416.A.1.a.4 of this Agreement and attached hereto as Exhibit C 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 Contractor.

4. A Management Representation Statement fully executed in accordance with City’s fiscal policies and attached hereto as Exhibit E and made a part of hereof.

5. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §420.

6. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with §423 of this Agreement and the Slavery Disclosure Ordinance in accordance with §425.

2. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

A. The term of this Agreement shall commence on January 2, 2012 and end January 1, 2013 and any additional period of time required as is required to complete any necessary closeout activities. Said term is subject to the provisions herein, and may be extended for up to one year, subject to funding availability, Contractor’s continuing compliance with applicable Federal, State and local government legislation, and an evaluation of Contractor’s performance. Performance shall not commence until the Contractor has obtained the City’s approval of the insurance required in §414 herein.
§202 Services to be Provided by the Contractor

A. The Contractor shall provide contractual services as required. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

B. Scope of Services

The Contractor shall be responsible for conducting, Community Outreach and Education and Enrollment, to residents, property owners, landlords, tenants and workers and provide education on - 1) Lead-Safe Work Practices 2) Childhood lead poisoning and prevention 3) The importance of testing children blood lead levels tested. Work shall include, but is not limited to, addressing properties referred to the Contractor by LAHD including the Lead Hazard Remediation Program (LHRP), Home Ownership Division (HOP) and the Systematic Code Enforcement Program (SCEP). A summary of the Contractor Deliverables, are shown in the table below.

<table>
<thead>
<tr>
<th>SCOPE OF WORK</th>
<th>Deliverables (per contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Door-to-Door Education and Outreach (to each apt. unit)</td>
<td>675</td>
</tr>
<tr>
<td>Target Meeting</td>
<td>15</td>
</tr>
<tr>
<td>Neighborhood Meetings/Presentations</td>
<td>5</td>
</tr>
<tr>
<td>Community Health Fairs (part of larger community event)</td>
<td>2</td>
</tr>
<tr>
<td>Applications for Grant Funding (per apt. unit)</td>
<td>25</td>
</tr>
<tr>
<td>Referral of Pre-1978, Low Income Unit (1-Br and above) with child&lt;6 year old to the LHRP</td>
<td>30</td>
</tr>
</tbody>
</table>

1. Door-to-Door Education and Outreach-

The Contractor shall be required to make contact with adult residents in either single-family or multi-family units for a minimum period of ten (10) minutes. During the agreement period, the contractor shall;

a. Educate occupants on the hazards of lead based paint, lead safe work practices and lead poisoning prevention including distributing EPA’s booklet-“Protect your Family from Lead in Your Home and Keep It Clean” and/or other pamphlets that may be helpful in preventing lead poisoning.

b. Properly inform residents, landlords, and property owners of the City’s Lead Program (LHRP), Systematic Code Enforcement Program-SCEP, and other Programs that may be of assistance in preventing Lead Poisoning.

c. Obtain information from occupant, consistent with the LHRP application (including, unit address, type of unit, age of building, list of household occupants, number and name of children under 6 years residing or visiting, name of landlord or owner, contact person).

d. Keep a written record of the initial visit and all follow up visits; and
keep backup copies for record keeping and reporting to LAHD.

2. Community Meetings

The contractor shall conduct group training sessions providing lead prevention education and using lead-safe work practices as well as the availability of the funding from the LHRP.

a. Prepare and conduct building meetings/neighborhood meetings,
b. Prepare and conduct community fairs/presentations,

3. Referral of Units to the LHRP

a. The Contractor shall be required to submit the minimum quantity of referrals for participation into the LHRP and collect complete applications. For the applications to count toward a Contractor’s benchmarks, the following must be submitted for each project:
b. Owner’s Application
   1. Completed LHRP Owner’s Application
   2. Title / Grant Deed (Any supporting documentation, if necessary)
   3. Property Insurance
   4. Proof of Income, if owner occupied
   5. Copy of Lead Blood Test, if owner occupied

c. Tenant Application (Rental Units)
   1. Completed LHRP Tenant’s Application
   2. Proof of Income
   3. Copy of Lead Blood Test, if applicable

A complete application must be provided for every unit in the project. If a unit is vacant, a memo must be provided stating the complete address for the unit, and that it is vacant. Once the complete project applications have been received, the number of participating units will be the number subtracted from the Contractor’s benchmarks.

4. Meetings

Contractor shall attend scheduled monthly meetings and any other pre-arranged meeting with LAHD. At these meetings the contractor shall be prepared to present information regarding the prior month’s outreach and education efforts and to submit problems encountered and solutions developed to eliminate them.

5. Reports
a. Monthly
Contractor shall provide a monthly report, **no later than the 5th day of the month** on the chart (to be provided) entitled “LHRP Outreach Monthly Report.” The monthly report must include:
- The number of residents contacted (Door to Door Outreach).
- The number of Community Meetings conducted.
- List of units/buildings for referral to LHRP.
- List of unusual circumstances encountered while conducting outreach & education.

b. Quarterly
Contractors shall provide a quarterly narrative report, delivered electronically (e-mailed) in a “MS Word” format, **not later than the 10th day of each beginning of the quarter** (April, July, Oct., & Jan.).

The report shall include a summary of outreach, education and enrollment activities conducted for the quarter (Jan.-Mar., April-Jun, Jul.-Sept., Oct.-Dec.), the required information shall be consistent with the information above, and may include the following items (as requested by LAHD),
- **Program Management**-Techniques and Capacity Building.
- **Challenges**-Any obstacles to performance and measures taken to overcome those obstacles.
- **Coordination with Existing Programs**-Describe efforts to enhance the coordination and integration of lead hazard control work with other housing, health, and environmental programs. Include other grant applications in process that will address lead-based paint or outreach issues.
- **Personnel Changes**-Describe any changes in key personnel in the lead outreach portion of the program, and among other entities directly involved in your program and its impact on your activities. Provide information on any new program participants, including resumes of key individuals or letters of commitments, Memoranda of Understanding, or other arrangements with other community-based organizations and other partners.
- **Changes in Approach and/or Budget**-Describe any significant changes to the approach or budget that have occurred during the previous quarter.
- **Design or Evaluation Changes**-Describe any changes in the design or evaluation, if applicable, of the program during this quarter. Explain why changes were made and their potential impact on the program.
- **Program Data Collection**: Describe the methods you used in the foregoing quarter to collect data regarding outreach and education activities or the criteria employed, if any, to evaluate the performance of the overall grant program.

- **Financial Partnerships**: Describe the effectiveness of partnerships, if any, with financial institutions, corporations or non-profit organizations for this reporting period.

- **Housing Assessment and Community Outreach Activities**: Describe the lead-based paint housing assessments of unit inspections that took place during the previous quarter. These efforts should include the number of units contacted; the number of units assessed, the type of assessment performed (visual assessment, dust wipes, or any other type of inspection/assessment conducted either singly or with the LHRP, SCEP or the County Department of Health Services). This information will also be reported in a table within the report format that will be provided to the contractor.

- **Community Outreach Events, Effective Publications and Collateral Materials**: Describe your target audience(s) (tenants, landlord groups, etc.) for each type of outreach activity conducted in the reporting period. Discuss the expected outcomes of your efforts. Please describe how you measured the effectiveness of your activities in reaching your target audience or reasons it was not accomplished. Include new information: 1) for why you believe a specific strategy is effective. If applicable, describe how you altered activities to improve their effectiveness. All outreach activities described in the narrative should be accounted for in the table provided to you for recording purposes.

- **Tools and Collateral Materials used for Outreach Activities**: Provide information on all publications used during the reporting period, (e.g., pamphlets, program information sheets, etc.). Include other items used such as visual presentations, videos, giveaways, mascots, cleaning kits, calendars, coloring books, and other props, etc.

- **Reaching People of Limited English Proficiency**: In your narrative covering the reporting period, provide information you consider to be interesting or different related to your activities to reach individuals whose narrative language is not English. Include any new information that these activities were or were not effective. Describe how you altered any activities to improve their
effectiveness. (These efforts will also be documented in a table provided to you).

- **Outreach & Education**—Describe all activities your outreach and education efforts supported or provided for your target area during the reporting period. Discuss the types of education provided to the occupants (including but not limited to hand washing, identification of potential lead hazards at home, proper cleaning techniques; and particularly, lead safe work practices identification); and the expected outcome of the intervention in your targeted area.

- **Community Outreach and Education Activities**—List all types of education or outreach activities conducted. The number of individuals who were provided with either outreach or education should reflect the total number of individuals in each category provided with either outreach or education for all types of activities.

- **Evaluation of Outreach or Education**—If outreach or education activities have been evaluated during the reporting period, briefly describe the evaluation methods used, if applicable, and discuss findings.

C. The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-own 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, CONTRACTORS/SUBCONTRACTORS certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000.
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 the prices listed in the table below. The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed, as designated by this Agreement.

<table>
<thead>
<tr>
<th>SCOPE OF WORK</th>
<th>QTY. REQ'D</th>
<th>COMPENSATION (EACH)</th>
<th>BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Door-to-Door Education and Outreach (to each Apt. Unit)</td>
<td>675</td>
<td>$ 28.00</td>
<td>$ 18,900.00</td>
</tr>
<tr>
<td>Target Meeting</td>
<td>15</td>
<td>$200.00</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td>Neighborhood Meetings/Presentations</td>
<td>5</td>
<td>$200.00</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Community Health Fairs (part of larger community event)</td>
<td>2</td>
<td>$550.00</td>
<td>$ 1,100.00</td>
</tr>
<tr>
<td>Applications, including all supporting documents, for Grant Funding (per apt. unit)</td>
<td>25</td>
<td>$800.00</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>Referral of Pre-1978, Low Income Unit (1-BR and above) with child&lt;6 year old to the LHRP</td>
<td>30</td>
<td>$200.00</td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 50,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

B. The Contractor shall submit monthly invoices to the Los Angeles Housing Department. Each monthly invoice shall, a) be submitted on the Contractor’s letterhead, and b) include a summary sheet listing the street address and total cost for each client and project completed. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

E. Funding for all periods of this contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

F. Contractor shall warrant that any applicable discounts have been included in the costs to the City.

G. 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 claims.
NOTE: THE FOLLOWING SECTIONS OF THE "PROFESSIONAL SERVICES AGREEMENT" WERE NOT INCLUDED IN THIS TRANSMITTAL FOR SPATIAL REASONS ONLY.

(the entire document will be provided to the City Attorney for review and approval prior to execution of contract)

SECTION 4 STANDARD PROVISIONS
SECTION 5 DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS
SECTION 6 ENTIRE AGREEMENT
SECTION 7 SIGNATURE PAGE

EXHIBITS

Exhibit A Indemnification and Insurance Requirements
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exhibit B Exclusion Lower Tier Covered Transactions
Exhibit C Certification Regarding Lobbying
Exhibit D Notice of Prohibition against Retaliation
Exhibit E Management Representation Statement

- END -
ATTACHMENT-3

PROFESSIONAL SERVICES AGREEMENT

FOR

TRAINING

Contractor: «Contractor»
Title:

Said Agreement is Number __________ of City Contracts
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<td>§404 Excusable Delays</td>
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<td>§408 Nondiscrimination and Affirmative Action</td>
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<td>§409 Claims for Labor and Materials</td>
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<td>§410 Los Angeles City Business Tax Registration Certificate</td>
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<td>§411 Retention of Records, Audit and Reports</td>
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<td>§412 Bonds</td>
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<td>§413 Indemnification</td>
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<td>§414 Insurance</td>
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<td>§415 Conflict of Interest</td>
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<tr>
<td>§416 Compliance with State and Federal Statutes and Regulations</td>
<td></td>
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<tr>
<td>§417 Federal, State and Local Taxes</td>
<td></td>
</tr>
<tr>
<td>§418 Inventions, Patents and Copyrights</td>
<td></td>
</tr>
</tbody>
</table>
§419 OWNERSHIP AND LICENSE
§420 LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE
§421 EARNED INCOME TAX CREDIT
§422 MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM
§423 EQUAL BENEFITS ORDINANCE
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§425 SLAVERY DISCLOSURE ORDINANCE
§426 RESTRICTION ON DISCLOSURES
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§602 NUMBER OF PAGES AND ATTACHMENTS

7. SIGNATURE PAGE
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Exhibit A  Indemnification and Insurance Requirements
Exhibit B  Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C  Certification Regarding Lobbying
Exhibit D  Notice of Prohibition against Retaliation
Exhibit E  Management Representation Statement
This AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and «Contractor» hereinafter called the Contractor.

RECITALS

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

WHEREAS, the 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 project which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the LAHD budget by the U.S. Department of Housing and Urban Development (Grantor/HUD) pursuant to the Lead Hazard Reduction Demonstration Grant.

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

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

WHEREAS, 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 __________ dated __________ with Mayor’s concurrence dated __________) which authorizes the General Manager of the Los Angeles Housing Department to prepare and execute the Agreement.

NOW, THEREFORE, the City and the Contractor agree as follows:
1. INTRODUCTION

§101 Parties to the Agreement
A. The parties to this Agreement are:
   1. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, Los Angeles, California 90012.
   2. The Contractor, known as «Contractor», having its principal office at «Address_1», «Address_2».

§102 Representatives of the Parties and Service of Notices
A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
   1. The representative of the City shall be, unless otherwise stated in the Agreement:
      Douglas Guthrie, General Manager
      Los Angeles Housing Department
      1200 West 7th Street, 9th Floor
      Los Angeles, CA 90017
      With copies to:
   2. The representative of the Contractor shall be:
      «First_Name» «Last_Name», «Title»
      «Address_1»
      «Address_2»

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

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

§103 Independent Contractor
A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent
§104 Conditions Precedent to Execution of This Agreement

A. Contractor shall provide copies of the following documents to the City:
   1. Proof of insurance as required by the City in accordance with Section 414 of this Agreement and attached hereto as Exhibit A and made a part hereof.
   2. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12459 and 12689 in accordance with §416.A.1.a.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
   3. Certifications and Disclosures Regarding Lobbying in accordance with §416.A.1.a.4 of this Agreement and attached hereto as Exhibit C 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 Contractor.
   4. A Management Representation Statement fully executed in accordance with City’s fiscal policies and attached hereto as Exhibit E and made a part hereof.
   5. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §420.
   6. A Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with §423 of this Agreement and the Slavery Disclosure Ordinance in accordance with §425.

2. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

A. The term of this Agreement shall commence on January 2, 2012 and end January 1, 2013 and any additional period of time required as is required to complete any necessary closeout activities. Said term is subject to the provisions herein, and may be extended for up to one year, subject to funding availability, Contractor’s continuing compliance with applicable Federal, State and local government legislation, and an evaluation of Contractor’s performance. Performance shall not commence until the Contractor has obtained the City’s approval of the insurance required in §414 herein.
§202 Services to be Provided by the Contractor

A. The Contractor shall provide contractual services as required. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

B. Scope of Services

Under contract with LAHD, the selected contractor will be responsible for providing “Technical Lead Training” to various groups including, but not limited to, Code Inspectors, City Employees, Apartment Associations, Real Estate Professionals, Community Based Organizations, Contractors and Maintenance Workers. Training should be presented in both English and Spanish. The Table below shows the Contractor’s delivery obligations under this agreement.

<table>
<thead>
<tr>
<th>SCOPE OF WORK-Category 2</th>
<th>Total Quantity of Individuals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Awareness Training (approx. 3hr)</td>
<td>100</td>
</tr>
<tr>
<td>U.S. EPA Lead Certified Renovation, Repair and Painting-(RRP) training-(8 hr)</td>
<td>75</td>
</tr>
</tbody>
</table>

1) Lead Awareness Training (approx. 3hr)-designed to demonstrate proper work practices in preventing potential lead-based paint exposure of building occupants and workers. Course work will cover the health effects of lead exposure and the various paint related activities required to be followed in order to comply with the OSHA Lead in Construction Standard and other Lead related regulations. Training will be provided at a facility arranged by LAHD.

2) U.S. EPA Lead Certified Renovation, Repair and Painting-(RRP) training-(8 hr)-designed to teach renovators, painters, maintenance personnel, and any other workers removing or modifying painted surfaces how to comply with the EPA’s RRP rule and the HUD Lead Safe Housing Rule (LSHR) and how integrate safe and effective work practices into your renovations. Training will be at the “Training Provider” facility.

The training provider shall be responsible for all educational materials and audio visuals.

C. The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-own 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 CONTRACTORS/SUBCONTRACTORS certify that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000.
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 the prices listed in the table below. The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed, as designated by this Agreement.

<table>
<thead>
<tr>
<th>SCOPE OF WORK-CATEGORY 2</th>
<th>Total Quantity of Individuals</th>
<th>Allowable cost per individual</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Awareness Training (approx. 3hr)</td>
<td>100</td>
<td>$100.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>U.S. EPA Lead Certified Renovation, Repair and Painting-(RRP) training-(8 hr)</td>
<td>75</td>
<td>$200.00</td>
<td>$15,000.00</td>
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</tbody>
</table>

B. The Contractor shall submit monthly invoices to the Los Angeles Housing Department. Each monthly invoice shall, a) be submitted on the Contractor’s letterhead, and b) include a summary sheet listing the street address and total cost for each client and project completed. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

E. Funding for all periods of this contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

F. Contractor shall warrant that any applicable discounts have been included in the costs to the City.
G. 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 claims.
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