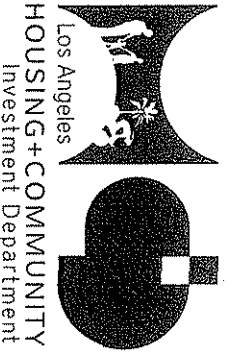


**Bidders' Conference Sign-In Sheet (Attachment 1)**



Eric Garcetti, Mayor  
 Mercedes M. Márquez, General Manager



# SIGN-IN SHEET

## PROPOSERS' CONFERENCE (OCCUPANCY MONITORING SERVICES)

August 14, 2013, 2pm

Attendee Name	Company	Telephone	E-mail
Rochelle Frazier	Urban Futures	714 923-3551	rochelle@urbanfuturesinc.com
Ana Estrada	Urban Futures, Inc.	714) 283-9334	ana@urbanfuturesinc.com
Haidah V. Jeth	Equity North Investments	510 2-285-0888	Haidah@equitynorthinvestments.com
Paul B. Streda	SLS Property Solutions Inc	714 720 3187	paul@slsproperty.com
Joe Williams	Intuitive Real Estate	310-649-2020	JWilliams@IN2-RES.com
OSCAR J. EDWARDS	CSIC / MTP	310.525.6425	oscar@csicconsulting.com
Liz Diaz	HCID	213 744-7210	
Jackie Robinson	HCID	213-744-1077	
Sergio Samayoa	HCID	213 744 7313	Sergio.Samayoa@hcid.org
Jim V. V. V.	HCID	8-8498	
Crystal Delosta	Decostalini Enterprises Inc	213-718-1960	crystal@decostalini.com
MARTIN BARRERA	Martin Barrera & Associates / CPA	323 455-7095	Martin.barrera@hba.com
	NBA Accounting		

## Review Panel Scores (Attachment 2)

Scoring Worksheets - Scoring Totals

Evaluation Criteria	Maximum Points per Scorer	In2-Res proposal				Urban Futures proposal			
		Points Given by Scorer LL	Points Given by Scorer RC	Points Given by Scorer CW	Points Given by Scorer LL	Points Given by Scorer RC	Points Given by Scorer CW		
Narrative 1 Question 1: Is the proposer currently doing occupancy monitoring?	11	3	0	0	10	11	10		
Narrative 1 Question 2: Is the proposer financially capable of operating on a reimbursement basis?	1	1	1	1	1	1	1		
Narrative 1 Question 3: Is the proposer prepared to immediately take over the task of monitoring the occupancy of a portfolio of HCIDLA projects?	1	0	0	0	1	1	1		
Narrative 1 Question 4: Does the proposer have a records management program?	2	2	2	2	2	2	2		
Narrative 2 Question 1: Does the proposer have substantial occupancy monitoring experience and high familiarity with affordable housing programs and regulations?	6	2	3	3	6	6	6		
Narrative 2 Question 2: Is the proposer's experience suitable for the size of the contract proposed, with regard to both the scope and scale of occupancy monitoring work?	3	1	1	1	3	3	3		
Narrative 2 Question 3: Will the proposer's occupancy monitoring methods satisfy all LAHD and federal requirements and objectives?	3	0	1	3	2	3	3		
Narrative 2 Question 4: Does managerial/supervisory staff have appropriate experience?	2	1	2	2	2	2	2		
Narrative 2 Question 5: Do/Will monitors likely have appropriate experience?	3	0	1	3	3	3	3		
Narrative 2 Question 6: Is the proposer's key staff assigned to appropriate roles in this contract?	1	0	1	1	1	1	1		
Narrative 2 Question 7: Is there satisfactory new staff recruitment and qualifications, staff organization, and multilingual capability?	2	0	2	1	2	2	1		
Narrative 2 Question 8: Are the provided references known entities?	1	1	1	1	1	1	1		
Narrative 2 Question 9: Are the provided references in the housing field?	1	1	1	1	1	1	1		
Narrative 2 Question 10: Are the provided references governmental entities?	1	1	1	1	1	1	1		
Narrative 2 Question 11: Are the provided references in non-profit housing field?	1	0	1	0	0	1	0		
Narrative 2 Question 12: Are there a sufficient number of references?	1	1	1	1	1	1	1		
Narrative 3 Question 1: Is there an occupancy monitoring process described that will adequately address documenting tenant income eligibility; reviewing and evaluating tenant asset income; verifying tenant rents; and handling written and verbal communications with non-English speaking tenants and managers?	20	8	10	10	20	20	18		
Narrative 3 Question 2: Does the record keeping address the handling of hard copy files and storage? Are there provisions for ensuring the confidentiality of tenant records?	6	6	3	5	6	6	5		
Narrative 3 Question 3: Does the implementation plan include a timetable for service delivery including a rollout plan, if needed?	6	0	3	0	6	6	5		
Narrative 3 Question 4: Does Proposer's information system use MS Access or Excel software?	2	2	0	0	2	2	0		
Narrative 3 Question 5: Does Proposer's system have all necessary data fields and is data easily managed?	6	0	1	4	6	6	6		

Scoring Worksheets - Scoring Totals

Evaluation Criteria	Maximum Points per Scorer	In2-Res proposal			Urban Futures proposal			
		Points Given by Scorer LL	Points Given by Scorer RC	Points Given by Scorer CW	Points Given by Scorer LL	Points Given by Scorer RC	Points Given by Scorer CW	Points Given by Scorer CW
Narrative 4 Question 1: Does Proposer have the lowest bid?	8	4	0	2	6	4	8	8
Narrative 4 Question 2: Does Proposer's allocation of resources appear to ensure quality occupancy monitoring?	8	3	4	4	8	8	8	8
Narrative 4 Question 3: Does Proposer's price quote take into consideration all aspects of occupancy monitoring?	4	3	1	1	4	4	4	4
<b>Total Points per Scorer</b>		<b>40</b>	<b>41</b>	<b>47</b>	<b>95</b>	<b>96</b>	<b>91</b>	<b>91</b>
<b>Average Points per Proposal out of 100....</b>					<b>42.67</b>			<b>94.00</b>

**Draft Contract (Attachment 3)**

CITY OF LOS ANGELES  
STANDARD LANGUAGE  
HOME INVESTMENT PARTNERSHIP GRANT

Agreement No. DRAFT

Project /Program Title: Occupancy Monitoring Services

Contractor: Urban Futures Bond Administration Incorporated

Doing Business As:

Type of Organization: For Profit

State Corporate Number:

D-U-N-S® Number:

CFDA Number: HOME-14.239

**DRAFT**

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Exhibit B	Project Profile Data
Exhibit C	Project Overview
Exhibit D	Monthly Cash Request
Exhibit E	Owner/Management Information Spreadsheet
Exhibit F	Introduction to UFI Letter
Exhibit G	Monitoring Documents to be Collected by Program Type
Exhibit H	Site Visit/Auditing Document Review
Exhibit I	Indemnification and Insurance Requirements
Exhibit J	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit K	Certification Regarding Lobbying
Exhibit L	Notice Against Retaliation
Exhibit M	Example of Timeline for Non-Compliant Projects

**DRAFT**

DRAFT

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
URBAN FUTURES BOND ADMINISTRATION, INCORPORATED

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation hereinafter called the City, by and through the Housing and Community Investment Department of the City of Los Angeles and Urban Futures Bond Administration, Incorporated, a California Corporation, hereinafter called the Contractor.

WITNESSETH

WHEREAS, the Los Angeles Housing and Community Investment Department, hereinafter referred to as the HCID, is charged with the development of citywide housing policy and with supporting safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the HCID 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 monitoring of developer adherence to agreements guaranteeing the long term provision of affordable housing to qualified households is a necessary function mandated by program funding sources; 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 HCID budget by the U.S. Department of Housing and Urban Development (Grantor/HUD) with HOME funds and the Municipal Housing Finance Fund (MHFF); 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 §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 Action \_\_\_\_\_, 2013, Council File Number 0\_ - \_\_\_\_\_) which authorizes the General Manager of the Los Angeles Housing and Community Investment Department to prepare and execute the Agreement.

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

## **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 Urban Futures Bond Administration, Incorporated, a for-profit, closely held corporation, having its principal office at 3111 North Tustin Avenue, Suite #230, Orange, California 92865-1753.

### **§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:

Mercedes M. Márquez, General Manager  
Housing and Community Investment Department  
1200 West 7<sup>th</sup> Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90017

With copies to:

Brittanya Murillo, Supervisor  
Asset Management/Compliance Unit  
1200 West 7<sup>th</sup> Street, 925A  
Los Angeles, CA 90017

2. The representative of the Contractor shall be:

Raette Frazier, Operations and Home Compliance Manager  
Urban Futures Bond Administration, Incorporated  
3111 N. Tustin Avenue, Suite #230  
Orange, California 92865-1753  
(714) 283-9334/ Fax (714) 283-8963  
[raette@urbanfuturesinc.com](mailto:raette@urbanfuturesinc.com)

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 accord with this section, within five (5) working days of said change.

### **§103 Independent Contractor**

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**

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

- A. 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.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29.CFR Parts 97.35 and 98.510 in accordance with §416.A.1.a.(13) of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §416.A.1.a.4.(b) 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.
- D. A Notice of Prohibition Against Retaliation attached as Exhibit D to this Agreement - Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance
- E. 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.
- F. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §419.
- G. City of Los Angeles Affirmative Action Plan, a copy of which is located at <http://bca.lacity.org/site/pdf/aa/aaformwo.pdf>
- H. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with §421 of this Agreement and the Slavery Disclosure Ordinance in accordance with §423.
- I. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §415 Conflict of Interest of the Agreement.

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

### **§201. Time of Performance**

The term of this Agreement shall commence on **January 1, 2014** and end **December 31, 2014**, and any additional period of time as is required to complete any necessary close-out activities. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §413 herein.

The City may extend the term of this Agreement at its option for up to four one-year periods, subject to satisfactory Contractor performance and funding availability.

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

The Contractor shall provide contractual services, as specified in this section below beginning January 1, 2014 through the end of the term. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

#### **A. Set Up Process**

- 1. Upon execution of this Agreement, the Contractor shall monitor the Affordable Housing Inventory provided by HCID using a web-based application capable of producing spreadsheets, Word templates and forms developed by and/or approved by HCID. Contractor shall use only the most current and updated forms designed and/or approved by HCID. Contractor shall provide HCID with a description of how the database shall function to collect the necessary compliance data fulfill reporting requirements. Additionally, Contractor shall provide HCID with a description of security measures employed to ensure data integrity.

Contractor shall further develop its web-based monitoring system and keep the City regularly apprised of its on-going maintenance efforts. Further Contractor system enhancements shall facilitate better customer service and increased accessibility to service owners and management agent contacts that now have loans serviced by HCID due to the absorption of all Redevelopment loans as a result of the cessation of the CRA/LA.

a. Critical Tasks

- i. Monitor the Affordable Housing Inventory until otherwise notified or the project covenants expire plus any additional projects identified by HCID (Exhibit A, Inventory).
- ii. Keep and update as necessary the Project Profile and Project Overview spreadsheets for each new and existing project, by program type (Exhibits B and C respectively).
- iii. Work with HCID to update all data tables and project files to include units by program type and indicate if units are HOME funded.

b. Required Document Use. Contractor is required to use only documents that have been approved and/or provided by HCID including those listed below. Documents must be approved by HCID within 30 days of contract execution.

- i. Reports shall be provided to HCID electronically and/or in Excel format as requested, or in hard copy.
- ii. The correspondence, report templates and monitoring documents subject to this agreement, include:
  - Introduction Notice setting forth program requirements
  - Tenant Income and Rent Certification or equivalent documents for the Bond and Land Use programs
  - Certificate of Continuing Program Compliance
  - Occupancy Summary or bond program report
  - Annual monitoring schedule
  - Annual audit schedule
  - HOME on-site audit monitoring form
  - 60-day Notification Letter
  - Delinquent, Late and Non-Compliance Notices
  - Any letter, template, or correspondence routinely used in monitoring activities.
- iii. Monthly Compliance Reporting and Cash Request format for projects (Exhibit D).
- iv. Owner/Management Information spreadsheet to report changes in existing owner and/or management information (Exhibit E).
- v. Any letter, template, or correspondence routinely used in monitoring activities.

c. Annual Rent/Income Schedules

- i. Use the annually updated income and rent tables provided by HCID and utility allowances calculated by the Housing Authority of the City of Los Angeles (HACLA), or provided by the HCID for the current period to calculate allowable rents. Utility allowances are available on HACLA's website: [www.hacla.org](http://www.hacla.org).
- ii. Distribute to all owners, property managers, and site addresses the updated income/rent schedules and utility allowances for their projects within 30 days of receiving the updated information from HCID.
- iii. Copies of all individual notices sent to the owners and property managers updating the annual rent/income schedules and utility allowances shall be accessible on the web application.

Electronic notification shall be sent to the HCID upon dissemination of notices to the owners and property managers.

2. For new projects and/or programs forwarded for monitoring, HCID shall provide the Contractor with the following, as applicable:
  - a. A Project Profile spreadsheet in Excel format with project information and owner and property manager contact information (Exhibit B).
  - b. Copy of an introductory letter notifying the project Owner and Property Manager that the Contractor is HCID's independent monitoring contractor. (Exhibit F)
  - c. Training, if necessary, for any program modifications or additions that may occur during the contract period.
3. The City reserves the right to change the terms or mix of units for projects in the Affordable Housing Inventory at any time. Subsequent changes shall not affect the ability of the Contractor to earn up to the maximum contract amount under this Agreement.

#### B. Contractor Staff

Contractor shall maintain professional staff with the necessary knowledge to monitor the following affordable housing projects: Bond, Low-Income Housing Tax Credit (LIHTC), Major Projects, HOME Investment Partnerships Program (HOME), Community Development Block Grant (CDBG), Land Use, Neighborhood Preservation, and Earthquake Emergency Loan Programs. HCID shall provide support and program updates to Contractor as necessary.

#### C. Compliance Monitoring

1. Within one month of the contract execution date:
  - a. Contractor shall submit to HCID an annual monitoring schedule listing all properties in the Affordable Housing Inventory and their reporting due dates for the periods requested. The list shall be organized by month and within the month, by program types, and shall include the property address, compliance due date, total units, number of restricted units, number of HOME units, and owner/manager contact information. Additionally, it shall include a list of properties billed as blended.

With the submission of each monthly invoice, contractor shall indicate the properties on the schedule that have completed monitoring and their compliance status.
  - b. Contractor shall submit to HCID the schedule for on-site audits as requested.

With the submission of each monthly invoice, contractor shall indicate the properties on the schedule that have been audited and the audit results.
  - c. Contractor shall submit to HCID a spreadsheet by program type of non-compliant projects with the address, total units, number of restricted units, number of HOME units, date of last site visit, and owner/manager contact information.
2. The Contractor shall monitor the projects in the Affordable Housing Inventory for compliance with the appropriate program regulations by complying with the provisions below:
  - a. Send a 60-day Reminder Notice in advance of the annual program reporting due date to the Owner, Property Manager, with required documents (Exhibit G).
  - b. For Bond projects that require quarterly reporting, send a 60-day Reminder Notice, in advance of the first quarter's due date, with all compliance due dates for the year.

- c. Provide the owner and property manager with required reporting forms for the appropriate program type(s).
- d. Collect and review the required information listed in Exhibit G, which are submitted by the Owner/Property Manager for accuracy and completeness.
- e. Determine and document the compliance status of each project as Compliant, Non-Compliant, or Pending as described in Section 4 below.

### 3. Income Eligibility Verification of Program Participants

The Contractor shall collect from the Owner/Property Manager tenant certifications after initial lease-up as required by program type and review them for accuracy and completeness. If instructed by HCID, Income Source documents and income verifications are to be collected and scanned.

**Bond Projects** (except those with Housing Assistance Program (HAP) contracts): Contractor shall perform recertification with required supporting documentation consisting of third party verifications and source documentation in accordance with HCID established procedures and the portions of Chapters 3 and 4 of HUD HANDBOOK 4350.3 (as currently revised) that are pertinent to the definition and verification of income. As required recertification for Bond is annually.

**Land Use Projects:** Contractor shall collect annual Tenant Income and Rent Certifications after initial lease-up. Also, collect and review income source documentation for all new tenants after initial occupancy for eligibility with the applicable program.

**CRA Projects:** Contractor shall collect all annual monitoring reports as specified in each project's Agreement Containing Covenants Affecting Real Property, or as specified by HCID. Contractor will also collect Income and Rent Certifications as specified for each project or as requested by HCID and review income source documentation for all new tenants after initial occupancy for eligibility as defined by redevelopment law.

**Single Family Homeownership Residency Monitoring:**

Contractor shall collect documentation to verify residency as stipulated by HCID.

**Housing Opportunities for Persons with AIDS (HOPWA)**

HOPWA Program: Contractor shall review and collect source and verification documents for new tenants or units that have a change in household size or if a current household member turns 18 and to ensure continuing occupancy for tenants that were previously income certified. Contractor shall review Tenant Income and Rent Certifications (TIRC) and collect documentation of HIV/AIDS diagnosis.

**HOME, CDBG, NPP, Major Projects:** Contractor shall conform to the HOME Program's Income Verification and Documentation requirements. Contractor shall collect and review for eligibility and program compliance, income source documentation for new tenants at their initial occupancy and for all tenants at six (6) year intervals from the initial lease-up of a project. To determine the tenant's household income, the Contractor shall follow the annual income definition found at 24 CFR Part 5, (definition of income used by the Federal Housing Choice Voucher Program (Section 8)) when determining the tenant eligibility for CDBG and HOME funded projects. These requirements are set forth in HUD's manual "Technical Guide for Determining Income and Allowances (Technical Guide) for the HOME Program", which can be downloaded at: [www.hud.gov/offices/cpd/affordablehousing/library/modelguides/1780.cfm](http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/1780.cfm)

**Blended Projects:** Projects with more than one type of regulatory agreement or covenant – i.e., both Land Use and Major Projects. To be billed as a blended project, the same units must be restricted under each agreement/covenant.

**Earthquake Projects:** Contractor shall review and collect source and verification documents for new tenants or units that have a change in household size or if a current household member turns 18 and to ensure continuing occupancy for tenants that were previously income certified. Contractor shall review Tenant Income and Rent Certifications (TIRC).

4. Project Status - After reviewing the documents submitted by the

Owner/Property Manager, the Contractor shall designate the project status as one of the following:

- a. **COMPLIANT:** A project shall be considered compliant if it has submitted all documentation required and the project is in compliance with income and rent provisions for all applicable programs.
- b. **NON-COMPLIANT:** A project shall be considered non-compliant if the Owner/Property Manager does not submit all required documentation by the reporting due date, or if the documentation submitted is not in compliance with the program regulatory agreement or covenant with respect to affordability and occupancy.
- c. **PENDING:** Projects shall be considered to be "Pending" under the following specific circumstances:
  - Minor covenant discrepancies, such as incorrect unit mix
  - Over income tenants, if initially qualified, until replacement unit is designated.

Contractor shall inform the Owner/Property Manager of the property's compliance, non-compliance or pending status and the reasons why. Contractor shall also include information in the written Notice on how and when the pending/non-compliant units can become totally compliant. For example, if a unit is considered Pending because the tenant is now over income, the owner should be informed that when that tenant vacates, the unit must be rented to an income qualified tenant according to covenant provisions.

Notification shall be by email and if the Owner/Property Manager does not use email, by fax or U.S. Mail.

5. Non-Compliant Properties

If a property is considered non-compliant as stated in Section 4, the following steps must be taken to bring the property into compliance:

a. Step One – Initial Notice

Late Notice - Owner/Property Manager provides no information at all;

Within fifteen (15) calendar days after the reporting due date, Contractor shall contact the Owner/Property Manager as listed in subsections 1) and 2) below:

Non-Compliance Notice - Owner/Property Manager provides incomplete or incorrect information;

- i. Within one (1) business day after reporting period is deemed non-compliant, contact the Owner/Property Manager by sending a Delinquent Notice via e-mail, fax, or U.S. mail to request the missing or correct data.
- ii. The Owner and Property Manager shall be given an additional fourteen 14 calendar days from the date of the initial notice to submit the required documentation (extended reporting due date). Contractor shall keep evidence of all forms of contact with the owner and property manager.

b. Step Two – Follow-up Call



Within two (2) business of the initial notice, a follow-up phone call shall be made to the Owner/Property Manager as a courtesy to ensure receipt of the initial notice.

c. Step Three – Audit/Referral Notice

i. HOME-Funded and Major Projects if not HOME-Funded

For the purposes of this contract, if the Owner/Property Manager does not comply with Step One requests, the Contractor shall be required to complete a non-compliance site visit. The site visit shall be conducted to review tenant and property records and obtain missing documentation. The site visit shall be scheduled as outlined in §202 D.

ii. The project shall be considered non-compliant for the purposes of reporting and billing to HCID when Steps One, Two and Three have been completed and the non-compliance issues have not been resolved. Documentation of non-compliance findings and steps taken to achieve compliance must be reported to HCID upon billing.

iii. Earthquake, NPP-CDBG, Land Use, and Bond Projects

If the Owner/Property Manager does not comply with Steps One and Two, the Contractor shall send a final referral notice indicating their project is being sent back to the HCID for further action.

iv. The project shall be considered non-compliant for the purposes of reporting and billing to HCID when both Steps One and Two above have been completed and the non-compliance issues have not be resolved. Documentation of non-compliance findings and steps taken to achieve compliance must be reported to HCID upon billing.

6. Contractor shall keep electronic records of all attempted and successful contacts made with the owner/property manager, or any representative of the owner/property manager.

D. Required On-Site Property Audits for HOME Funded

1. On-site audits for monitored properties must be conducted according to the audit schedule. Audits are to be conducted either at the project or the office at which tenant records are maintained. If a non-compliance site visit is completed, as described in § 202 C.5, the non-compliance site visit may take the place of the audit if it was completed within the previous 12 months, and the project was found to be in full Compliance or is Pending.

Compliance documents to be reviewed during the on-site audit are listed in Exhibit H.

a. Audit Schedule

On-Site Audits are required as follows:

i. ANNUALLY: HOME-funded projects with 26 or more total units. Files must be reviewed for 50% of the total number of units. If a project has 50 or more restricted units, 20% of files are to be reviewed.

ii. EVERY TWO YEARS: HOME-funded projects with 5 – 25 total units. Files must be reviewed for a minimum of 5 units or 50% of the total number of units, whichever is greater.

iii. EVERY THREE YEARS: HOME- funded projects with 1- 4 total units. Files for 100% of units must be reviewed.

b. On-Site Audit Notification

i. **Two-Week Notice** by email, fax or U.S. Mail of the date and time of the audit to the owner AND property manager. The Notice must include the location of the audit, purpose, and records to be reviewed.

- ii. **One week before the audit**, telephone and email/fax the owner and property manager to remind them of the date and time.

c. Audit Requirements

- i. Documents to be audited for compliance for each program are listed in Exhibit G.
- ii. The Contractor shall ensure that the Owner is requesting and maintaining copies of source and third-party income documentation, accurately determining tenant eligibility.
- iii. Owner Verification of Compliance with Rent and Occupancy Limits: Contractor shall review tenant rent amounts stated in the Occupancy Summary for compliance with rent limits provided by HCID.
- iv. Projects with Multiple Funding Sources: Contractor shall verify that the Owner has assigned all applicable program types to a unit on the Occupancy Summary and ensure that the rent and income limits are based on the most restrictive HCID program.
- v. If, as a result of an on-site audit, there is evidence of non-compliance in the tenant files, the Contractor shall take the following steps:
  - Discuss the non-compliance issues with the owner and/or property manager during the audit.
  - Within fifteen (15) calendar days of the audit, send an On-site Audit Report to both the property owner and manager notifying them of the non-compliance issues, and giving them fifteen (15) calendar days to provide the necessary documentation to bring the reporting period into compliance.
  - If Owner/Property Manager does not comply with the On-site Audit Report, an HCID Non-Compliant Referral Notice shall be sent. HCID shall be notified with the next month's billing of all non-compliance issues including the following support information: date of the audit, On-site Audit Report, documents reviewed for compliance, any response from the owner/property manager, and from the Contractor staff conducting the audit.
  - Refer the non-compliant property to the Compliance Group of the HCID's Asset Management/Compliance Unit.
- d. If the Owner/Property Manager does not permit the Contractor to conduct an on-site audit or permit the Contractor to audit some or all of the records relating to program compliance, the Contractor shall immediately notify the HCID contract monitor by email. HCID shall contact owner to remind them of their obligation to permit the on-site audit.

E. Investigations and Complaint Resolution

HCID may refer complaints regarding possible violations of covenants, regulatory agreements and/or program requirements to the Contractor for investigation and resolution as part of the Contractor's regular compliance monitoring activities. The timeline to complete the investigation shall be based on the urgency of the issue and shall be agreed upon in writing by the City and the Contractor. Within five calendar days of resolution, the Contractor shall report the outcome of a complaint or investigation to HCID in a format to be determined by the Contractor and HCID.

F. Property Owner and Management Agent Contacts

The Contractor shall work with the Owner and Property Managers listed in the Affordable Housing Inventory to ensure that they have all necessary information and documents to achieve compliance. In addition, the Contractor shall document and notify HCID of any changes, actual or anticipated, via electronic notification. Contractor will

conduct one annual compliance training seminar for all interested owners and managers at the request of HCID and at a facility that HCID designates.

G. Property Information

The Contractor shall notify HCID of any changes in the status of any project that it becomes aware of, such as sales, foreclosures, and bankruptcies. The Contractor also shall document and report to HCID any researched and verified changes to Project Ownership.

H. Database Management

The Contractor shall establish and maintain electronic records for each of the projects in the Affordable Housing Inventory. When new projects are forwarded for monitoring, HCID shall provide the Contractor with a Project Profile containing necessary project data and a copy of the regulatory agreement and covenant. (Exhibit B)

I. Billing and Reporting

The Billing and Reporting Cycle shall begin from the first to the last day of the month. Invoices will be due by the 20<sup>th</sup> of the following month.

1. To comply with HCID reporting requirements, the Contractor shall:
  - a. Enter all tenant certification data into the Project Overview (Exhibit C).
  - b. Record each contact with the Owner/Property Manager, and the results thereof.
  - c. Submit any changes via electronic notification.
2. Monthly billing shall be for an entire project reporting period for which monitoring was completed during the previous month(s). Billed projects will be assigned a status as defined in Section 202.C.4 as follows:
  - a. Compliant: Projects with 100% compliance.
  - b. Non-compliant: Projects for which Contractor has completed the steps for non-compliant properties, including a site visit if required. Documentation of all steps and site visits must accompany billings for non-compliant properties.
  - c. Pending: Projects with minor covenant discrepancies that cannot be resolved provided Contractor has notified owner/property manager of why the property is pending, and how/when it can be brought into 100% compliance.
3. The Contractor shall submit with the monthly cash request (invoice):
  - a. Via electronic notification. Monthly summary reports shall be submitted electronically identifying invoiced projects by status: compliant, non-compliant, or pending.
    - For Compliant and Pending Properties: Project Overview, Certificate of Continued Program Compliance (CCPC), and Occupancy Summary for all projects reported and billed as compliant.
    - For Non-Compliant Properties: Project Overview, any documents received, such as CCPC, Occupancy Summary, Site Visit dates, location, and results, as applicable; name and position of Contractor staff conducting the site visit and project representatives present during site visit.
  - b. Documentation for any additional work requested by HCID and as allowed by the contract.

- c. List of all projects and unit numbers for which income eligibility source documents have been collected and certified.
  - d. List of audits conducted during the previous month, compliance status, follow-up, a copy of the audit report, and whether the property has been referred to HCID.
  - e. Vacant Units – List of properties with 15%, and more than one unit that is vacant and for HOME units provide the move out dates of the previous tenants.
4. Contractor shall provide documents from its files that HCID may request for projects under review. This may include transmitting documents electronically that the Contractor has received from the Owner or Property Manager.

J. Annual Notification of Compliance Status

By April 30, 2014, Contractor shall submit to HCID a listing of the Affordable Housing Inventory based on the status of each project: Compliant, Non-Compliant or Pending properties for October 1, 2013 – December 31, 2013, according to a format agreed upon by HCID and Contractor.

K. Expired Covenants/Regulatory Agreements

Within each monthly Cash Request report all projects with a regulatory agreement and/or covenant that will expire within the next twelve (12) months. After the expiration date and last monitoring period lapses the Contractor shall return files with all monitoring documents and electronic data. Contractor may not submit invoices for reporting periods after the expiration date.

L. File Retention by Contractor

Contractor shall keep all files and monitoring documents electronically or hard copy for five years. Returned files shall be labelled by property address, and organized by year and according to other HCID instructions. Upon termination of the contract, all hard copy files shall be boxed, labelled, and returned to HCID unless the contract is renewed, electronic files shall be submitted on CD's, labelled similarly by address and year. Contractor and HCID, through negotiation shall determine the final disposition of all files.

M. HCID Monitoring Visits

HCID's scheduled visit to Contractor's site shall occur in February and September of contract year 2014-2015, at dates and times agreed upon by HCID and the Contractor.

N. HCID Contract Monitor

The Contractor shall submit all reports and invoices to the Contract Monitor at:

Housing and Community Investment Department  
Occupancy Monitoring/Compliance Unit  
Attention: Tsegalem Woldemariam  
1200 West 7<sup>th</sup> Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90017  
Email: tsegalem.woldemariam@lacity.org  
Phone: (213) 922-9664  
FAX: (213) 808-8965

Contractor shall be notified if the information above changes.

O. **Non-Compliant Properties**

By June 30, 2014 the contractor and HCID shall finalize a plan to return all non-compliant properties to HCID for follow-up.

Contract Performance Review

Pursuant to Los Angeles Administrative Code 10.39 City Contractor Evaluations, HCID will evaluate the Contractor's work performance based on timeliness, adherence to financial terms and billing accuracy, communication, responsiveness and expertise. HCID will use performance reviews in determining contract extensions, evaluating future proposals and in awarding other contracts.

**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 **Four Hundred Eighty Thousand Dollars (\$480,000)**. The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.
- B. The Contractor shall submit monthly invoices to the Los Angeles Housing and Community Investment Department (HCID) by the 20th day of the month for projects monitored and work performed at HCID's request during the previous month. Each project in the Affordable Housing Database may be billed only once during the calendar year upon completion of annual monitoring. Exceptions may be made upon advance written approval by HCID.

HCID shall pay the following amounts:

1. **Monthly Billing**

- a. Monthly billing shall include projects for which monitoring was completed during the previous months. Projects are to be billed in their entirety, and must be assigned a status as defined in Section 202.C.4: Compliant, Non-Compliant, or Pending.

Billing shall be in accordance with the payment schedule in Section 301.B.1 c. Projects may not be billed more than one per calendar year unless advanced written approval has been received from HCID.

- b. Each monthly invoice shall conform to Section 202.I:
- Be submitted on the Contractor's letterhead;
  - Use the invoice format supplied by HCID; and,
  - Include evidence of completed work as provided for in this contract.

Funds shall not be released until the City has approved the work performed and is satisfied with the documentation included in the invoice.

- c. Payment shall be made as follows: (SEE FEE SCHEDULE)

**FEE SCHEDULE**

Program	Fees Per Restricted Unit/Per Reporting Period		
	Annual		
Bond Only	\$14.00		
Major Projects (MP)	\$27.00		
Neighborhood Preservation Project (NPP)	\$22.00		
Earthquake (EQ)	\$20		
Land Use (LU)	\$17.00		
Community Redevelopment Agency (CRA)	\$17.00		
Housing Opportunities For Persons with AIDS (HOPWA)	\$17.00		
Single Family Homeownership Residency Monitoring	\$15.00		
Blended Projects	\$42.00		

**AUDITS AND OTHER SCHEDULE FEES**

	1-4 Units (3rd Year)	5-25 Units (2nd Year)	25+ Units (Annually)
On-Site Audit Fee (HOME Projects)	\$100.00	\$125.00	\$150.00
Annual Administrative Fee	\$23,194.00		
Home Ownership Projects			
Hourly Rate for Technical Training and Assistance	Principal \$130 Housing Compliance Supervisor \$75 Compliance Specialist \$50 Administrative Assistant \$40		

- C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.
- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- E. 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.
- F. 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.
- G. Contractor shall warrant that any applicable discounts have been included in the costs to the City.
- H. 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**

##### **§401 Construction of Provisions and Titles Herein**

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Contractor. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The word "days" means calendar days, including weekends and holidays, unless otherwise specifically provided.

##### **§402 Applicable Law, Interpretation and Enforcement**

- A. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.
- B. 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.
- C. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

#### **§403 Integrated Agreement**

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

#### **§404 Excusable Delays**

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

#### **§405 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.

#### **§406 Prohibition Against Assignment or Delegation**

The Contractor may not, unless it has first obtained the written permission of the City, assign or otherwise alienate any of its rights hereunder, including the right to payment; or delegate, subcontract, or otherwise transfer any of its duties hereunder.

#### **§407 Permits**

The Contractor and its officers, agents, employees, and subcontractors shall obtain and maintain all permits and licenses necessary for the Contractor's performance hereunder and shall pay any fees required therefore. The Contractor further certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

#### **§408 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 against any employee or applicant for employment, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sexual identity, sexual orientation, gender identity, age, physical handicap, mental disability, marital status, domestic partner status, medical condition, 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) but not more than One Hundred Thousand Dollars (\$100,000), the Equal Opportunity practices provisions of this Agreement shall be the mandatory



contract provisions set forth in 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 One Hundred Thousand Dollars (\$100,000), 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, including the filing of all forms required by City.

- 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, ancestry, color, citizenship, national origin, sex, sexual orientation, gender identity, age, physical handicap, mental disability, medical condition, marital status or domestic partner status, 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 Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§409 **EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and 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, age, disability, marital status or medical condition.
  - 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. 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.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. 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, 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 or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. 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. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. 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.

- F. Upon a finding duly made that 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 Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. 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.
- H. Intentionally blank.
- 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, 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 as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

**§410 Claims for Labor and Materials**

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement 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 matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**§411 Los Angeles City Business Tax Registration Certificate**

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the

Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

#### §412 Bonds

All bonds that may be required hereunder shall conform to City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code § 11.47 through 11.56.

#### §413 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/Consultant undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's/Consultant'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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the Contractor/Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of Section 412 shall survive expiration or termination of this Contract.

#### §414 Insurance

##### A. General Conditions

1. During the term of this Agreement and without limiting Contractor's indemnification of the City, 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 A 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 10/09) 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 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 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 City's insurance plan. Except when City is a named insured, 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. **Track4LA™** 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 **Track4LA™** at <http://track4la.lacity.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 of Los Angeles 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**

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 Contractor/Consultant ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Contractor/Consultant, City agrees to negotiate additional compensation proportional to the increased benefit to City.

**C. Failure to Procure Insurance**

1. 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 or tenancy by Contractor/Consultant. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's/Consultant'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, Contractor's/Consultant'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 City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor/Consultant.

**D. Workers' Compensation**

1. By signing this Agreement, Contractor/Consultant hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the 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 City will be required when work is performed on City premises under hazardous conditions.

**§415 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/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No Agreements and/or Amendments will be executed without City 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 administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
  - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
3. Definitions:
  - a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
  - b. The term "financial or other interest" includes, but is not limited to:
    - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
    - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
  - c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.

- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of 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. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

**§416 Compliance with State and Federal Statutes and Regulations**

- A. 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. 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. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. 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) Circulars

Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations.)

- (2) Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 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

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

(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 \$100,000.00 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.

(c) 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 Contractor. 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, 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 Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

(b) Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

(6) Records Maintenance

Records, 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 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) Contractor shall comply with the Federal and City standards in the award of any subcontracts. 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) 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) 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) 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) Contractor shall comply with the Federal Fair Labor Standards Act (29 USC §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) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(9) Civil Rights

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. 88-352, 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) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, 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) 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) 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. Section 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) 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) 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 Section 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); (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 (38 U.S.C. 1368).

(c) 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.

(d) 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.

(e) 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.

(f) 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, 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.

Contractor shall comply with Section 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

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 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 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. 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

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

(15) Animal Welfare

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

(b) 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 section 303 of the Energy Policy Act of 1992 (42 USC 13212).

(16) Faith Based Activities

Contractor shall comply with 24 CFR 570.200(j) regarding Faith Based Activities.

(17) Pro-Children Act of 1994

- (a) 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) 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

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) Contractor shall administer this Agreement in accordance with OMB requirements contained in the following Circulars: Common Rule, Subpart C, for public agencies, or 2 CFR 215 for nonprofit organizations.

B. Statutes and Regulations Applicable To This Particular Grant

- 1. 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. 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. The HOME Investment Partnerships Program Act 24 CFR Part 92 et seq.
  - b. The Housing and Community Development Act of 1992 (42 USC §5301 et seq.) as amended, 24 CFR parts 84, 85, 500 et seq.
  - c. 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, 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 be 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 CFR §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.

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 CFR §570.3.

D. Traveling Expenses

Contractor as provided herein shall be compensated for Contractor's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. 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 HCID.

**§417 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.

**§418 Inventions, Patents and Copyrights**

A. Reporting Procedure for Inventions

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. 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. Sections 200 *et seq.* (Pub. L. 95-517, Pub. L. 98-620, 37 CFR 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 CFR, 1987 Comp, p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

**B. Right to Use Inventions**

City 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. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City 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.
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.
3. Contractor shall comply with 24 CFR 85.34.

**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 CFR 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. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).
  2. Obligations Binding on Subcontractors: Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

**E. 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 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, 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 of 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, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, 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 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, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
5. 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 Contract, Contractor shall require the terms of 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, Contractor or City/State and which result directly indirectly from this Contract or any subcontract.
6. The requirement for the Contractor to include all Intellectual Property Provisions in all subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. 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.

F. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, 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 Contract. 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 sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless 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 Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that 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.

G. Copyright:

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire", whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for 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 Contractor or City/State and which result directly or indirectly from this Contract.
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 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.

H. Patent Rights

With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Agreement's scope of work, 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 Contractor agrees to assign to City/State, without additional compensation, all its rights, title and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.

I. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining City's/State's prior written approval; and (i) granting to or obtaining for City's/State's, without additional compensation, a license, as described in §516F.3 above, for any of 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 Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

J. 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 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, its modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by 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 Contractor.

- b. Neither 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 or 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 or computer software in violation of copyright laws.
- f. It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

- 2. City/State make no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

#### K. Intellectual Property Indemnity

- 1. 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 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 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's/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 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 Contract. City/State reserves the right to participate in and/or control, at 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, Contractor will exercise its authority reasonably and in good faith to preserve City's/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 Contractor's expense) in any such claim or action. In the defense or settlement of the



claim, 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. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. 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.

**§419 Living Wage Ordinance and Service Contractor Worker Retention Ordinance.**

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract 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:
  1. Contractor/Consultant assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO;
  2. Contractor/Consultant further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor/Consultant shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor/Consultant shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's/Consultant's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor/Consultant to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
  3. The Contractor/Consultant, 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/Consultant shall post the Notice of Prohibition Against Retaliation provided by the City.
  4. Any Subcontract entered into by the Contractor/Consultant 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.
  5. Contractor/Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Under the provisions of §10.36.3(c) and §10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor/Consultant has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO §10.37.6(d), the designated administrative agency has determined (a) that the Contractor/Consultant is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor/Consultant in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor/Consultant, the

awarding authority may deduct the amount determined to be due and owing by the Contractor/Consultant to its employees. Such monies shall be placed in the holding account referred to in LWO §10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor/Consultant is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor/Consultant 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.

#### **§420 Earned Income Tax Credit**

This Contract 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). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

#### **§421 Equal Benefits Ordinance**

- A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO) §10.8.2.1 of the Los Angeles Administrative Code, this Contract is subject to the provisions of the EBO as amended from time to time.
- B. During the performance of the Contract, the Contractor/Consultant certifies and represents that the Contractor/Consultant will comply with the EBO. The Contractor/Consultant 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/Consultant 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, Equal Employment Opportunities Enforcement Section at (213) 847-1922."

- C. The failure of the Contractor/Consultant to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- D. If the Contractor/Consultant fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract 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/Consultant in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40 *et seq.*, Contractor Responsibility Ordinance.
- F. If the Office of Contract Compliance determines that a Contractor/Consultant has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor/Consultant in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40 *et seq.*, Contractor Responsibility Ordinance.

#### **§422 Contractor Responsibility Ordinance**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant 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 Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal,

state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) 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 contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of §10.40.3(a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) 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.

#### **§423 Slavery Disclosure Ordinance**

This contract may be subject to the Slavery Disclosure Ordinance as codified in the Los Angeles Administrative Code §10.41 *et seq.* in the future. If so, Contractor will be notified of the applicability by the City.

#### **§424 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.

#### **§425 Child Support Assignment Orders**

- A. This Contract is subject to §10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor/Consultant certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of Contractor/Consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code §5230 *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to §10.10.b of the Los Angeles Administrative Code, failure of Contractor/Consultant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor/Consultant under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by City. Any subcontract entered into by the Contractor/Consultant relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor/Consultant to obtain compliance of its subcontractors shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by the City.
- B. Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor/Consultant assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

#### **§426 Contractor's Personnel**

Contractor shall only assign personnel to this job who are qualified for this assignment by experience and/or education to perform the tasks under this Agreement. In the event anyone is replaced or terminated, Contractor shall notify the City in writing, within five (5) days after termination, and provide information regarding the replacement employees' work and educational experience and qualifications.

#### **§427 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.

- A. Contractor hereby certifies that by signing this Agreement, 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.
- B. Contractor hereby certifies that by signing this Agreement, Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth.
- C. 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.

#### **§428 First Source Hiring Ordinance**

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

- A. Contractor shall, prior to the execution of the contract, provide to the Bureau of Contract Administration, a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Housing and Community Investment Department (HCID), which will refer individuals for interview; (2) interview qualified individuals referred by HCID; and (3) prior to filing any employment opportunity, the Contractor shall inform the Bureau of Contract Administration 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 contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the Bureau of Contract Administration, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Bureau of Contract Administration has determined 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 Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the Bureau of Contract Administration determines that the Contractor has violated provisions of the FSHO.

**§429 Compliance With Los Angeles City Charter Section 470(C)(12)**

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

**Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

**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.

**§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 §413 (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.) 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 Number of Pages and Attachments**

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes ( ) pages, and ( ) Exhibits, which constitute the entire understanding and agreement of the parties.

**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 AND LEGALITY:

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

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

MERCEDES M. MÁRQUEZ  
General Manager  
Housing and Community Investment Department

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

ATTEST:

By: \_\_\_\_\_

HOLLY L. WOLCOTT, Interim City Clerk

By: \_\_\_\_\_

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

For: «Contractor»

(Contractor's Corporate Seal)

By: \_\_\_\_\_  
«FirstSigner»  
«Title1stSigner»

By: \_\_\_\_\_  
«SecondSigner»  
«Title2ndSigner»

D-U-N-S® Number: \_\_\_\_\_  
**CFDA Number: HOME – 14.239**  
City Business License Number: **948691-43**  
Internal Revenue Service ID Number: **95-4641627**  
Council File/CAO File Number: \_\_\_\_\_; Date of Approval: \_\_\_\_\_  
Said Agreement is Number \_\_\_\_\_ of City Contracts  
(«T\_Num»)



**EXHIBIT A**

Form Gen 146 (Rev. 9/06)

**Required Insurance and Minimum Limits**

Name: «Contractor»

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

Agreement/Reference: («T Num»)

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>	WC <i>Statutory</i> EL \$ <u>1,000,000</u>	
<input type="checkbox"/>	Waiver of Subrogation in favor of City	<input type="checkbox"/>	Longshore & Harbor Workers Jones Act
<input checked="" type="checkbox"/>	<b>General Liability</b>	\$ <u>1,000,000</u>	
<input type="checkbox"/>	Products/Completed Operations	<input type="checkbox"/>	Sexual Misconduct
<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 <u>12 Months After Completion of Work or Date of Termination.</u>	\$ _____	
<input type="checkbox"/>	<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	\$ _____	
<input type="checkbox"/>	All Risk Coverage	<input type="checkbox"/>	Boiler and Machinery
<input type="checkbox"/>	Flood	<input type="checkbox"/>	Builder's Risk
<input type="checkbox"/>	Earthquake	<input type="checkbox"/>	_____
<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: \_\_\_\_\_

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

(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:

NAME	Tsegalem Woldemariam
CITY AGENCY	Housing and Community Investment Department
ADDRESS	1200 W. 7 <sup>th</sup> Street, 9 <sup>th</sup> Floor Los Angeles, CA 90017
TEL (213)	FAX (213)

**GENERAL INFORMATION**

1. **Agreement/Reference** All evidence of insurance must 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. **Track4LA™** 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 **ACCORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** 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 **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment 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.

Acceptable Alternatives to **Accord Certificates and other Insurance Certificates:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

**EXHIBIT A - Cont.**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.**

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

**4. Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

**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 Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Rev. 10/09

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

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 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 \_\_\_\_\_

«Contractor»  
CONTRACTOR/BORROWER/AGENCY

«FirstSigner», «Title1stSigner»  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Exhibit B (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 12459 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 voluntary 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 C**  
**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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 Section 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.

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\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT D**  
**NOTICE OF PROHIBITION AGAINST RETALIATION**

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [www.lacity.org/BCA/lwo retaliation English.pdf](http://www.lacity.org/BCA/lwo%20retaliation%20English.pdf) and in Spanish at [www.lacity.org/BCA/lwo retaliation spanish.pdf](http://www.lacity.org/BCA/lwo%20retaliation%20spanish.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 Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities Enforcement Section at (213) 847-1922.

**CITY OF LOS ANGELES**  
**Department of Public Works**  
**Bureau of Contract Administration**  
**Office of Contract Compliance**  
**1149 S. Broadway Street, 3<sup>rd</sup> Floor**  
**Los Angeles, CA 90015**  
**Phone: (213) 847-1922 — Fax: (213) 847-2777**

## EXHIBIT E

### A. 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 \_\_\_\_\_

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\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT F**  
**PROFESSIONAL FEE SCHEDULE**

Services will be compensated according to the following fee schedule:

The vendor shall provide the total cost of the service including trip charge, lab charge, mail/FedEx, staff and any other fees associated with producing any associated reports. Asbestos Inspection/Risk Assessment services will be compensated according to the Fee Schedule below:

**AHERA Protocol**

Single Family Residences	\$ <u>875</u> base price + \$ <u>185</u> per unit + \$ <u>185</u> per building extension
Multi-Family 2-20 units	\$ <u>2400</u> base price + \$ <u>175</u> per unit + \$ <u>175</u> per building extension
Multi-Family 21+ units	\$ <u>325</u>
Work Plan Specifications	\$ <u>530</u>
Daily Monitoring (Work in progress)	\$ <u>530</u>
Periodic Monitoring (Work in progress)	\$ <u>530</u>
Clearance	\$ <u>625</u> (includes asbestos survey and lab reports)

**NESHAPS Protocol**

Single Family Residences	\$ <u>875</u> base price + \$ <u>180</u> per unit + \$ <u>180</u> per building extension
Multi-Family extension	\$ <u>2400</u> base price + \$ <u>125</u> per unit + \$ <u>125</u> per building extension
Multi-Family 21+ units	\$ <u>325</u>
Work Plan Specification	\$ <u>530</u>
Daily Monitoring (Work in progress)	\$ <u>530</u>
Periodic Monitoring (Work in progress)	\$ <u>530</u>
Clearance	\$ <u>875</u> (includes asbestos survey and lab reports)

If HCID requires certain related services that are not on the established fee schedule HCID will negotiate rates consistent with its analysis of reasonable fees.