

# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 6/22/23

FROM (DEPARTMENT): General Services, Real Estate Services Division

CONTACT PERSON: Zachary Millett PHONE: (213) 922-8542

CONTRACT NO.: C-143600

COUNCIL FILE NO.: \_\_\_\_\_

ADOPTED BY COUNCIL: \_\_\_\_\_  
DATE

APPROVED BY BPW: \_\_\_\_\_  
DATE

- NEW CONTRACT
- AMENDMENT NO. \_\_\_\_\_
- ADDENDUM NO. \_\_\_\_\_
- SUPPLEMENTAL NO. \_\_\_\_\_
- CHANGE ORDER NO. \_\_\_\_\_

CONTRACTOR NAME: Inside Safe Booking Agreement

TERM OF CONTRACT: 6/22/23 THROUGH: 12/21/23

TOTAL AMOUNT: \$105 per room per night, plus contractually obligated damage costs

## PURPOSE OF CONTRACT:

Inside Safe Booking Agreement: to provide hotel rooms for un-housed participants under the Inside Safe Program.

**INSIDE SAFE  
BOOKING AGREEMENT**

Between City of Los Angeles  
and BALJI Family Inc.

Hotel Silverlake  
250 Silver Lake Blvd  
Los Angeles, CA 90004

This Inside Safe Booking Agreement (“Agreement”) is made and entered into by and between the City of Los Angeles (“City”) and BALJI Family Inc. (“Owner”) on the terms and conditions set forth herein. City is a municipal corporation, organized under the laws of the State of California, acting by and through the Department of General Services (“GSD”), Real Estate Services Division, located at 111 East First Street, Suite 201, Los Angeles, CA 90012. Owner is a California entity with their principal office located at 250 Silver Lake Blvd, Los Angeles, CA 90004. For purposes of this Agreement, City and Owner are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

**RECITALS**

A. WHEREAS, on December 12, 2022, the Mayor of the City of Los Angeles, pursuant to Los Angeles City Charter section 231(i) and Los Angeles Administrative Code section 8.27, declared the existence of a local emergency on homelessness due to the substantial number of unhoused and unsheltered people within the City of Los Angeles;

B. WHEREAS, on December 13, 2022, the Los Angeles City Council approved a resolution ratifying the declaration of local emergency;

C. WHEREAS, on December 21, 2022, the Mayor of the City of Los Angeles signed an executive directive launching the Inside Safe Initiative, a citywide proactive housing-focused strategy to provide temporary and permanent housing to people living outdoors in encampments;

D. WHEREAS, as part of the Inside Safe Initiative, City is partnering with the Los Angeles Homeless Services Authority, nonprofit homeless service providers, and hotel owners to begin moving people living in encampments indoors into hotel rooms, from where service providers shall provide wrap-around services to transition those previously living in encampments into permanent housing, improve their wellbeing, and promote their stability; and

E. WHEREAS Owner has an interest in participating in the aspect of the Inside Safe Initiative described in Recital D;

F. NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

## BOOKING AGREEMENT

### ARTICLE HOTEL OPERATIONS

**1.1. Hotel Facility.** Owner represents that it owns and operates a hotel facility under the name Hotel Silverlake located at 250 Silver Lake Blvd, Los Angeles, CA 90004 (“Hotel”). Owner represents that its ownership and operation of the Hotel is in full compliance with all federal, state, and local laws, and shall so remain throughout the entire term of this Agreement without interruption.

**1.2. Authorized Service Providers.** The homeless-service providers listed in Exhibit A to this Agreement shall be referred to herein as “Authorized Service Providers.” City reserves the right to revise the listed Authorized Service Providers (e.g., adding or deleting homeless-service providers) by providing notice of such revision in writing. Employees/agents of Authorized Service Providers, and only such persons, are hereby authorized and shall have the right to request the lodging of persons being housed pursuant to the Inside Safe Initiative (“Inside Safe Participants”), check-in such participants into the Hotel (subject to guest-room availability), and incur room-rate charges payable by City pursuant to this Agreement.

**1.3. Check-in of Inside Safe Participants.** Before checking-in an Inside Safe Participant, Owner shall ensure that an employee/agent of an Authorized Service Provider is present at the Hotel to check-in such participant, and Owner shall verify the employee/agent’s affiliation with the Authorized Service Provider by requesting sufficient identification and documentation. Owner shall not require identification from an Inside Safe Participant for any purpose, including without limitation to check-in or access the Hotel. In addition to the name of the Inside Safe Participant being checked-in, Owner shall document the name and contact information of the Authorized Service Provider. Before check-in, Owner shall ensure that the employee/agent of the Authorized Service Provider inspects, photographs, and documents the condition of the guest room to be occupied by the Inside Safe Participant, in addition to the common area in the vicinity of such guest room. Notwithstanding anything to the contrary herein, City shall have no liability or obligation, including without limitation for the payment of room rates or any damages, for Hotel guests that were not physically accompanied by an employee/agent of an Authorized Service Provider at check-in or if Owner does not comply with the provisions of this Section 1.3.

**1.4. Check-out of Inside Safe Participant.** Before checking-out an Inside Safe Participant, Owner shall ensure than an employee/agent of the Authorized Service Provider that previously checked-in the participant is present at the Hotel to check-out the participant, and Owner shall verify the employee/agent’s affiliation with the Authorized Service Provider by requesting sufficient identification and documentation. Before check-out, Owner shall ensure that the employee/agent of the Authorized Service Provider inspects, photographs, and documents the condition of the guest room previously occupied by the Inside Safe Participant, in addition to the common area in the vicinity of such guest room. If any Inside Safe Participant attempts to check-out of the Hotel without being accompanied by an employee/agent of the Authorized Service Provider that checked-in the participant, Owner shall immediately notify the

Authorized Service Provider and allow sufficient time, but in no event less than twenty-four (24) hours, to permit an employee/agent of the Authorized Service Provider to inspect, photograph, and document the condition of the guest room previously occupied by the participant, in addition to the common area in the vicinity of such guest room. Notwithstanding anything to the contrary herein, City shall have no liability or obligation for the payment of any damages to Hotel property if Owner does not comply with the provisions of this Section 1.4.

**1.5. Access to and Use of Hotel by Authorized Service Providers.**

Employees/agents of Authorized Service Providers, at City's sole cost and expense, shall have the right to book and occupy up to two (2) guest rooms at the Hotel for their own use. Owner acknowledges and agrees that such rooms will be used primarily for office and administrative purposes in connection with the Inside Safe Initiative and some furniture may be rearranged accordingly. Authorized Service Providers shall also have the right to have personnel onsite at the Hotel around-the-clock to provide oversight, security, and monitoring of Inside Safe Participants staying at the Hotel.

**1.6. Daily Room Rate.** The all-inclusive daily room rate for City guests shall be one hundred five dollars (\$105.00). Under no circumstance shall Owner require, request, or receive payment of any additional or separate amount from Authorized Service Providers or Inside Safe Participants. Owner shall provide replacement guest-room keys to Inside Safe Participants and employees/agents of Authorized Service Providers at Owner's sole cost and expense. City and Owner represent and agree that neither Party shall receive any form of payment or other consideration, whether monetary or in-kind, from Inside Safe Participants for access to or use of guest rooms, or for any other reason or purpose. City shall not be responsible for the payment of room-rate charges incurred by any Hotel guest other than Inside Safe Participants or employees/agents of Authorized Service Providers whose occupancy at the Hotel fully complies with each and every provision of this Agreement.

**1.7. Term.** The term of this Agreement ("Term") shall commence on the date on which the Office of the City Clerk of Los Angeles attests this Agreement and shall expire six (6) months thereafter unless the term is extended or terminated earlier pursuant to provisions of this Agreement. City shall have one (1) option to extend the Term for a period of six (6) months, commencing on the first day following the expiration of the Term. In order to exercise the option, City must give written notice to Owner of such exercise no later than thirty (30) days before the expiration of the Term. Notwithstanding any other provision herein, City shall have the unilateral right to terminate this Agreement at any time for any or no reason upon thirty (30) days' written notice to Owner. City shall have no obligation to pay for any charges incurred after the expiration or earlier termination of this Agreement. Expiration or earlier termination of this Agreement shall have no effect on City's obligation to pay for charges properly incurred during the Term hereof.

**1.8. Holdover.** In the event an Inside Safe Participant or employee/agent of an Authorized Service Provider continues to occupy a guest room after the expiration of the Term, including any extensions thereof, this Agreement shall be automatically extended on a month-to-month basis subject to the terms and conditions in effect immediately before the

Term's expiration. The month-to-month holdover shall continue until either Party gives the other thirty (30) days' prior written notice of its intention to terminate such holdover.

**1.9. Invoices.** On a biweekly basis (i.e., every other week), Owner shall provide City's Office of the Chief Administrative Officer with an invoice, along with all supporting documents therefor, using the "Inside Safe Payment Cover Sheet" attached hereto as Exhibit B (as amended by City from time to time). Such invoice shall be provided to City as an attachment to an email sent to [InsideSafeInvoice@lacity.org](mailto:InsideSafeInvoice@lacity.org). Invoices shall specify each guest room occupied by a City guest, the check-in date of the guest, the number of days the room was occupied thereby, and the total amount of charges owed by City based on the all-inclusive daily room rate set forth in Section 1.6. City shall pay such properly detailed and supported invoices in arrears within thirty (30) days from receipt thereof. City's obligation to pay such invoices is contingent on Owner providing City with all information and documents necessary to process the invoices. Upon request, Owner shall make available for inspection and copying all records and documents pertaining to this Agreement, including without limitation invoices submitted and payments received.

**1.10. Notices.** All notices and demands permitted or required to be given by either Party to the other under this Agreement shall be in writing. Such notices and demands shall be (a) personally delivered (including by means of professional messenger service); (b) sent by United States Postal Service ("USPS") registered or certified mail, postage prepaid, return receipt requested; (c) sent by an alternate commercial overnight delivery service (e.g., FedEx or UPS) with receiver's signature required; or (d) sent by email, along with a hard copy concurrently sent by means of USPS registered/certified mail or an alternate commercial overnight delivery service. All notices and demands are effective upon receipt. The Hotel's name and physical address shall be included in all notices and demands. All notices and demands shall be addressed as follows:

To City:

City of Los Angeles  
Chief Administrative Officer  
200 North Main Street, Suite 1500  
Los Angeles, CA 90012  
Attention: Homelessness Team  
Email: [InsideSafeInvoice@lacity.org](mailto:InsideSafeInvoice@lacity.org)

To Owner:

BALJI Family Inc.  
250 Silver Lake Blvd  
Los Angeles, CA 91024  
Attention: Uresh Patel  
Email: ~~hyde6340.lacity@gmail.com~~ [HotelSilverLake250@gmail.com](mailto:HotelSilverLake250@gmail.com)

**1.11. Services, Utilities, and Supplies to be Furnished by Owner.** Owner, at its sole cost and expense, shall perform standard hotel services, including without limitation the following:

**1.11.1.** Keep and maintain the Hotel in good condition and repair, including without limitation lighting fixtures, electrical systems, plumbing fixtures and systems, HVAC filters and systems, mechanical systems, smoke detectors, elevators (if any), and fire alarms, extinguishers, and sprinklers;

**1.11.2.** Furnish all standard utilities, including without limitation water (both hot and cold), electricity, gas (if applicable), trash disposal, and sewer services;

**1.11.3.** Perform standard housekeeping and custodial services (e.g., vacuuming floors, dusting surfaces, cleaning bathrooms, and replacing toiletries) to guest rooms occupied by Inside Safe Participants in accordance with the Hotel's standard practices, but in no event less than every three (3) days;

**1.11.4.** Provide fresh linens (e.g., bed sheets and bath towels) to guest rooms occupied by Inside Safe Participants in accordance with the Hotel's standard practices, but in no event less than every three (3) days; and

**1.11.5.** Maintain and repair guest-room furniture, fixtures, and equipment (e.g., beds, televisions, and refrigerators) that the Hotel typically provides to guests in its regular course of business.

Owner shall immediately notify the Authorized Service Provider that checked-in the participant (followed by written notice to City) should Owner be unable to perform any standard hotel service, including without limitations those enumerated in this Section 1.11.

To the fullest extent made available, offered, or furnished to other guests in the Hotel's ordinary course of business, Owner shall provide City guests with the following items, amenities, and services at no charge, irrespective of whether Owner ordinarily charges therefor: (a) use of parking spaces designated for Hotel guests twenty-four (24) hours a day, seven (7) days a week; (b) access to basic cable television; (c) use of wireless internet services; (d) keeping of pets in guest rooms; and (e) use of guest-room appliances (e.g., refrigerators and microwaves). Except those listed in the preceding sentence, Owner shall not make available, offer, or furnish to City guests any item, amenity, or service for which the Hotel charges amounts beyond those included in room rates, including without limitation food, drinks, pay-per-view television, and room service. Owner shall coordinate with the employee/agent of the Authorized Service Provider checking-in an Inside Safe Participant to ensure that all such items, amenities, and services are disabled, blocked, or removed from the guest room before occupancy by a City guest. Under no circumstance shall City be obligated to pay for any such additional charges.

**1.12. Prohibited Participant Conduct.** Owner shall immediately alert the Authorized Service Provider that checked-in an Inside Safe Participant (followed by written notice to City) should the Owner determine that the participant is doing any of the following at the Hotel:

**1.12.1.** Engaging in any illegal activity, including without limitation the use, purchase, or sale of illegal drugs;

**1.12.2.** Damaging Hotel property;

**1.12.3.** Harassing or threatening Hotel staff, guests, or visitors, including without limitation other Inside Safe Participants; and

**1.12.4.** Unreasonably interfering with Hotel staffs' ability to perform standard hotel services, including without limitation those specified in Section 1.11.

## **ARTICLE INSURANCE, INDEMNIFICATION, AND LIABILITY LIMITATIONS**

2.1. **Owner Insurance.** Owner, at its sole cost and expense, shall maintain during the Term, including any extensions thereof, general liability insurance in an amount not less than one million dollars (\$1,000,000). Owner shall include City (including its boards, commissions, officers, employees, and agents) as an additional insured in such general liability insurance. Such insurance policy shall provide coverage for any claim arising from or relating to this Agreement. Before commencing occupancy under this Agreement and subsequently upon City's reasonable request, Owner shall provide City with certificates of insurance coverage confirming Owner's general liability insurance. Owner, at its sole cost and expense, shall also maintain during the Term, including any extensions thereof, all-risk property insurance sufficient to cover the replacement cost value of the hotel facility.

2.2. **City Self-Insurance.** Pursuant to California Government Code sections 6599.01 et seq., City elects to self-insure fully for the payment of tort liability or public liability arising from or relating to this Agreement.

2.3. **Waiver of Subrogation.** Owner waives its insurer's rights of subrogation to the full extent authorized by the applicable insurance policy and releases City from liability for any damage or loss covered by such insurance.

2.4. **Owner's Indemnification Obligations.** Owner shall indemnify, defend with legal counsel reasonably satisfactory to City, and hold harmless City (including its boards, commissions, officers, employees, and agents) from and against all third-party claims, demands, causes of action, petitions, writs, judgments, obligations, and liabilities of any nature for damages, losses, injuries, costs, and expenses (including without limitation attorneys' fees) arising from or related to the acts, omissions, or conduct by Owner or its officers, employees, agents, contractors, or subcontractors in the performance or breach of this Agreement. Owner's obligations to indemnify, defend, and hold harmless City shall survive the expiration or earlier termination of this Agreement for a period of three (3) years.

**2.5. City's Indemnification Obligations.** City shall indemnify, defend with legal counsel reasonably satisfactory to Owner, and hold harmless Owner (including its boards, commissions, officers, employees, and agents) from and against all third-party claims, demands, causes of action, petitions, writs, judgments, obligations, and liabilities of any nature for damages, losses, injuries, costs, and expenses (including without limitation attorneys' fees) arising from or related to the acts, omissions, or conduct by City or its officers, employees, agents, contractors, or subcontractors in the performance or breach of this Agreement. City's obligations to indemnify, defend, and hold harmless Owner shall survive the expiration or earlier termination of this Agreement for a period of three (3) years.

**2.6. No Recovery for Incidental Damages or Lost Profits.** Neither Party shall be liable for incidental, consequential, special, or indirect damages of any kind, including without limitation loss of business, revenue, profits, reputation, or good will arising from or relating to this Agreement. Irrespective of categorization (e.g., direct versus indirect), neither Party shall be liable for loss of business, revenue, profits, reputation, or good will arising from or relating to this Agreement.

**2.7. Post-occupancy Condition of Guest Rooms.** At the conclusion of occupancy by a City guest, the City shall deliver the guest room occupied by the participant in good order and condition as when received, except for the following: (a) reasonable wear-and-tear; (b) damages resulting from fire, earthquake, or other casualty; (c) damages resulting from circumstances over which City or its officers, employees, agents, contractors, or subcontractors had no control; (d) damages caused by the acts, omissions, or conduct of Owner or its officers, employees, agents, contractors, or subcontractors; or (e) damages caused by the act, omissions, or conduct of third parties that are unaffiliated with City or the Inside Safe Initiative. All other damages to the Hotel caused by City or Inside Safe Participants shall be repaired by Owner at City's sole cost and expense pursuant to the terms and conditions set forth in Section 2.8 and Section 2.9.

**2.8. Restoration of Premises.** Subject to the exceptions set forth in Section 2.7 and the limitations set forth in Section 2.9, City shall reimburse Owner for all costs and expenses actually incurred and paid by Owner for restoration of the Hotel necessitated by damages caused by City, its officers, employees, agents, contractors, or subcontractors, or Inside Safe Participants. All restoration costs and expenses shall be preapproved by City based on reasonable commercial-standard estimates. City shall have the right to inspect the damaged property, verify to City's satisfaction the cause of such damage, and evaluate the reasonableness of the scope and dollar amount of the proposed restoration. City shall not unreasonably delay, condition, or withhold its preapproval. City shall have no obligation to reimburse Owner for costs and expenses incurred without City's preapproval. Owner's failure to comply with the requirements set forth in Section 1.3 (Check-in of Inside Safe Participants) or Section 1.4 (Check-out of Inside Safe Participants)—including without limitation Owner's obligation to ensure that employees/agents of Authorized Service Providers inspect, photograph, and document the condition of guest rooms, in addition to the common area in the vicinity of such guest rooms, at both check-in and check-out—shall relieve City of any obligation to reimburse Owner for the proposed restoration under this Agreement or otherwise.



2.9. **Avoidable Damages Not Recoverable.** Notwithstanding anything to the contrary in this Agreement or elsewhere, City shall have no obligation for the payment of any damage, loss, injury, cost, or expense putatively caused by an Inside Safe Participant if such damage, loss, injury, cost, or expense could have been avoided altogether or mitigated to any extent through the Owner's exercise of due care and its compliance with the provisions of this Agreement, including without limitation Section 1.11 (Services, Utilities, and Supplies to be Furnished by Owner) and Section 1.12 (Prohibited Participant Conduct).

2.10. **Specific Performance.** The Parties agree that City's primary purpose and interest in entering into this Agreement is to secure interim housing for persons experiencing homelessness. Accordingly, in any legal action for breach of this Agreement, City shall have the right to pursue the remedy of specific performance, in addition to all other remedies at law or equity. In the event of any action wherein the City seeks specific performance of this Agreement, Owner shall waive the defense that a remedy at law would be adequate.

## ARTICLE MISCELLANEOUS PROVISIONS

3.1. **City Not Acting in Governmental Capacity.** Nothing in this Agreement relates to or otherwise affects any activity of City in its governmental capacity, including without limitation enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of City pursuant to federal, state, or local law. Nothing in this Agreement shall be construed as abrogating or limiting any immunity or exemption to which City is entitled under law.

3.2. **Assignment.** Subject to obtaining Owner's prior written approval, City shall have the right to assign this Agreement to governmental agencies or homeless-service providers.

3.3. **Binding Effect on Others.** The provisions of this Agreement apply to and bind the Parties' heirs, successors, executors, administrators, and assigns.

3.4. **Heading.** The section headings are for convenience of reference only, are not intended to define or limit the scope of any provision, and shall have no effect on the interpretation of this Agreement.

3.5. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflict-of-law rules. Venue in an action arising out of this Agreement shall be proper only in the County of Los Angeles, State of California.

3.6. **Owner's Corporate Resolution.** If Owner is a corporation and its signatory to this Agreement is not among the corporate officers specified in California Corporations Code section 313, then before or contemporaneous with the execution of this Agreement, Owner shall provide City with a current copy of its corporate resolution setting forth the names, titles, and legal signatures of the corporate officers authorized to execute legal documents, including this Agreement, on Owner's behalf.

3.7. **Parties' Contracting Authority.** Each Party represents and warrants to the other Party that it has the full right and authority to enter into this Agreement, and that no consent from any other party is required for such Party to enter into this Agreement except as has already been obtained, such that upon full execution and attestation, this Agreement shall be valid and obligate the Party's performance of and compliance with the provisions hereof. The signatories hereto each represent and warrant that they have the full right and authority to execute this Agreement and legally bind the Party on whose behalf they are executing this Agreement.

3.8. **Quiet Enjoyment.** While keeping and performing covenants of this Agreement, City shall peaceably and quietly hold and enjoy guest rooms occupied by Inside Safe Participants without hindrance or interruption by Owner or any other persons claiming by or under Owner (subject to any relevant provisions set forth in this Agreement).

3.9. **No Implied Waiver of Covenants and Obligations.** A Party's failure to insist in any instance on the strict observance or performance of any covenant or obligation imposed by this Agreement shall not be construed as a waiver or relinquishment for the future enforcement of such covenant or obligation, but the same shall continue and remain in full force and effect.

3.10. **Exhibits – Incorporation into Agreement.** All exhibits referenced in are attached to this Agreement and incorporated herein by reference as though fully set forth in the body of this Agreement.

3.11. **Force Majeure.** Except as otherwise provided herein, whenever a day is established in this Agreement on which or a period of time (including a reasonable period of time) is designated within which either Party is required to do or complete an act or matter, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from or interfered with in the doing or completion of such act or matter because of disruption of service not due to action or inaction of City, wars, insurrections, rebellions, civil disorder, acts of terrorism, declaration of national emergencies, acts of God, or other causes beyond such Party's reasonable control, financial inability excepted ("Force Majeure"). Nothing contained in this Section 3.11 shall excuse either Party from prompt payment of any amount required hereunder. Neither Party shall be liable for such delays, failures, or other inability to provide services hereunder due to Force Majeure.

3.12. **Casualty and Destruction.** If fire, earthquake, or other casualty results in the total destruction of the Hotel, this Agreement shall terminate automatically. If such casualty renders ten percent (10%) or less of the Hotel unusable for the intended use, Owner shall restore the premises as quickly as reasonably possible, but in any event within thirty (30) days. If such casualty renders more than ten percent (10%) of the Hotel unusable but does not constitute total destruction, Owner shall forthwith give notice to City of the specific number of days required to restore the premises. If Owner does not give notice within fifteen (15) days after such partial destruction, or if the notice specifies that restoration will require more than ninety (90) days to complete from the notice date, City shall have the right to elect either to terminate or continue this Agreement at City's sole and absolute discretion.

3.13. **No Principle-Agent Relationship, Partnership, or Joint Venture.** Nothing contained in this Agreement (nor any acts of the Parties during the Term of this Agreement) shall be construed as creating a principal-agent relationship, partnership, or joint venture between the Parties or any other third party.

3.14. **Partial Invalidity of Agreement.** If any provision of this Agreement is ruled to be invalid or unenforceable, the remainder of this Agreement (or application of such provision to persons or circumstances other than those with respect to which it is invalid or unenforceable) shall be unaffected thereby. Each and every other provision of this Agreement shall be valid and enforceable to fullest extent possible permitted by law.

3.15. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to any matter set forth herein, and no prior agreement or representation (whether oral or written) pertaining to such matter shall have any force or effect.

3.16. **Amendments.** This Agreement cannot be modified, changed, or supplemented with additional provisions without the express, written approval of the proper City contracting authority and documented in a writing signed by the General Manager of the Department of General Services, approved as to form by the City Attorney's Office, and attested by the Office of the Los Angeles City Clerk.

3.17. **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

3.18. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement as an email attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

## ARTICLE ORDINANCE-MANDATED PROVISIONS

4.1. **Non-discrimination in Employment.** This Agreement is subject to Los Angeles Administrative Code ("LAAC") sections 10.8.2, 10.8.2.1, and 10.8.3, which prohibit discrimination against and the disparate treatment of employees or applicants for employment because of their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic-partner status, or medical condition. Owner and its subcontractors performing under this Agreement shall comply with the mandates of and be subject to the provisions of LAAC sections 10.8.2, 10.8.2.1, and 10.8.3, which are incorporated by this reference as though fully set forth herein. Owner's or its subcontractors' failure to comply with the requirements of LAAC sections 10.8.2, 10.8.2.1, and 10.8.3 shall subject this Agreement to termination.

4.2. **Affirmative Action Measures.** This Agreement is subject to LAAC section 10.8.4, which mandates the implementation of measures designed to ensure a good-faith

effort to recruit and retain minorities and women as employees. Owner and its subcontractors performing under this Agreement shall comply with the mandates of and be subject to the provisions of LAAC section 10.8.4, which are incorporated by this reference as though fully set forth herein. Owner's or its subcontractors' failure to comply with the requirements of LAAC section 10.8.4 shall subject this Agreement to termination.

4.3. **Child-Support Assignment Orders.** This Agreement is subject to LAAC section 10.10, which mandates that employers comply with state and federal law regarding their duty as employers to implement child-support assignment orders and notices. Owner and its subcontractors performing under this Agreement shall comply with the mandates of and be subject to the provisions of LAAC section 10.10, which are incorporated by this reference as though fully set forth herein. Owner's or its subcontractors' failure to comply with the requirements of LAAC section 10.10 shall subject this Agreement to termination.

4.4. **Disclosure of Profits Derived from Slavery.** This Agreement is subject to LAAC sections 10.41 et seq., which mandate that a party contracting with City complete an affidavit certifying that the party has conducted a thorough search of all its records and has disclosed to City all records evidencing any financial benefit derived by the party or any predecessor thereof from the practice of slavery. Owner shall comply with the mandates of and be subject to the provisions of LAAC sections 10.41 et seq., which are incorporated by this reference as though fully set forth herein. Owner's failure to comply with the requirements of LAAC sections 10.41 et seq. shall subject this Agreement to termination.

4.5. **Use of Criminal History for Consideration of Employment Applications.** This Agreement is subject to LAAC sections 10.48 et seq., which govern the use of criminal history for consideration of employment applications. Owner and its subcontractors performing under this Agreement shall comply with the mandates of and be subject to the provisions of LAAC sections 10.48 et seq., which are incorporated by this reference as though fully set forth herein. Owner's or its subcontractors' failure to comply with the requirements of LAAC sections 10.48 et seq. shall subject this Agreement to termination.


4.6. **Disclosure of Border Wall Contracting.** This Agreement is subject to LAAC sections 10.50 et seq., which mandate that a party contracting with City complete an affidavit listing all of the party's bids and contracts for the construction of a physical barrier along the land border between the United States and Mexico. Owner shall comply with the mandates of and be subject to the provisions of LAAC sections 10.50 et seq., which are incorporated by this reference as though full set forth herein. Owner's failure to comply with the requirements of LAAC sections 10.50 et seq. shall subject this Agreement to termination.

*Signatures on next page*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date of City Clerk attestation below.


**CITY:**

CITY OF LOS ANGELES, acting by and through  
Department of General Services

By:   
Name: Tony M. Royster  
Title: General Manager  
Date: 6-20-2023



**APPROVED AS TO FORM:**

OFFICE OF THE LOS ANGELES  
CITY ATTORNEY

By:   
Name: Saro Balian  
Title: Deputy City Attorney  
Date: May 22, 2023


**ATTEST:**

OFFICE OF THE LOS ANGELES  
CITY CLERK

By:    
Deputy  
Date: 6/22/2023

**OWNER:**

BALJI FAMILY INC.

By:   
Name: Uresh Patel  
Title: President  
Date: May 09, 2023

## **EXHIBIT A**

### List of Authorized Service Providers

**First to Serve Inc.**  
1017 W 50th St  
Los Angeles, CA 90037  
(323) 758-4670  
Reverend Richard Reed  
reed@firsttoserve.org

**St. Joseph Center**  
204 Hampton Dr  
Venice, CA 90291  
(310) 396-6468  
LaTonya Smith  
lsmith@stjosephctr.org

**Helpline Youth Counseling**  
14181 Telegraph Rd  
Whittier, CA 90604  
(562) 273-0722  
Jeff Farber

**HOPICS**  
5715 S Broadway  
Los Angeles, CA 90037  
(323) 948-0444  
Veronica Lewis  
vlewis@hopics.org

**The People Concern**  
2116 Arlington Ave, Ste 100  
Los Angeles, CA 90018  
(323) 334-9000  
John Maceri  
jmaceri@thepeopleconcern.org

**Union Station Homeless Services**  
825 E. Orange Grove Blvd  
Pasadena, CA 91104  
(626) 240-4550  
Anne Miskey  
amiskey@unionstationhs.org

**Hope the Mission**  
16641 Roscoe Pl  
North Hills, CA 91343  
(818) 804-5507  
Ken Craft  
ken.craft@hopeofthevalley.org

**Urban Alchemy**  
236 S Los Angeles St, Ste 422  
Los Angeles, CA 90012  
(510) 830-8591  
Bayron Wilson

**The Salvation Army**  
16941 Keegan Ave  
Carson, CA 90746  
(213) 381-3747  
Lt. Colonel John Chamness  
john.chamness@usw.salvationarmy.org

**VOALA**  
3600 Wilshire Blvd, Ste 1500  
Los Angeles, CA 90010  
(213) 389-1500  
Bob Pratt  
bpratt@voala.org

**Weingart Center**  
501 E 6th St  
Los Angeles, CA 90021  
(213) 627-9000  
Sen. Kevin Murray  
kmurray@weingart.org

**PATH**  
340 N Madison Ave  
Los Angeles, CA 90004  
(323) 644-2200  
Jennifer Hark-Dietz  
jenniferd@epath.org

**Harbor Interfaith Services**  
670 W 9th St  
San Pedro, CA 90731  
(310) 831-0603  
Tahia Hayslet  
exec.dir@harborinterfaith.org

**Downtown Women's Center**  
442 S San Pedro St  
Los Angeles, CA 90013  
(213) 680-0600  
Amy Turk  
amyt@downtownwomenscenter.org

**LA Family Housing**  
7843 Lankershim Blvd,  
North Hollywood, CA 91605  
(818) 770-8368  
Stephany Klasky-Gamer  
stephanie@lafh.org

**EXHIBIT B**

Inside Safe Payment Request Cover Sheet

# CITY OF LOS ANGELES

CALIFORNIA

MATTHEW W. SZABO  
CITY ADMINISTRATIVE OFFICER



KAREN BASS  
MAYOR

ASSISTANT  
CITY ADMINISTRATIVE OFFICERS

PATRICIA J. HUBER  
MALAIKA BILLUPS  
BEN CEJA  
YOLANDA CHAVEZ  
EDWIN GIPSON II

## INSIDE SAFE PAYMENT REQUEST COVER SHEET *version 2*

Service Provider or Motel Name:

Contact Name:

Contact email address:

Contact phone number:

Council District & street location of Encampment (*Service Providers Only*):

Remittance Address:

**TOTAL PAYMENT REQUEST: \$**

**Effective Monday, March 20, 2023**, new invoicing process outlined below. Payments requests without supporting documentation will not be processed. Please ensure that the following supporting documentation is attached to your payment request packet:

### ***Motel/Hotel Representatives***

- Reimbursement Claim by Occupant (see [template](#))
- Motel/Hotel Invoice (*Motel/Hotel only*) in Monday – Monday format (see attached)
- W-9 (*For new Motel/Hotels*)
- BTRC (*For new Motel/Hotels*)

### ***Service Providers***

- Participant Info
- Please use this [template](#) to submit participant info

Motel/Hotel Rep Printed Name:

Service Provider Printed Name:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I certify that all information provided this payment request packet is correct.  
Consolidate all documents in one PDF and email completed payment request packets to:

Group Email: [InsideSafeInvoice@lacity.org](mailto:InsideSafeInvoice@lacity.org)



Invoicing Periods:

Dates	Max No. of Nights	Billing Period *
Monday, 01/23/2023 – Monday, 01/30/2023	7	1
Monday, 01/30/2023 – Monday, 02/06/2023	7	2
Monday, 02/06/2023 – Monday, 02/13/2023	7	3
Monday, 02/13/2023 – Monday, 02/20/2023	7	4
Monday, 02/20/2023 – Monday, 02/27/2023	7	5
Monday, 02/27/2023 – Monday, 03/06/2023	7	6
Monday, 03/06/2023 – Monday, 03/13/2023	7	7
Monday, 03/13/2023 – Monday, 03/20/2023	7	8
Monday, 03/20/2023 – Monday, 03/27/2023	7	9
<b><i>Beginning of new invoicing process.</i></b>		
Monday, 03/27/2023 – Monday, 04/03/2023	7	10
Monday, 04/03/2023 – Monday, 04/10/2023	7	11
Monday, 04/10/2023 – Monday, 04/17/2023	7	12

\* For illustrative purposes only. If additional periods are needed, please reach out to CAO.