

PROFESSIONAL SERVICES AGREEMENT

Contractor: INTUITIVE REAL ESTATE SOLUTIONS, LLC.

Title: Property Management Services

Said Agreement is Number \_\_\_\_\_ of City Contracts

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EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Notice of Prohibition against Retaliation
- Exhibit E Management Representation Statement
- Exhibit F Specification and Fee Schedule

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AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
INTUITIVE REAL ESTATE SOLUTIONS, LLC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Intuitive Real Estate Solutions, LLC, hereinafter called the Contractor.

RECITALS

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

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number \_\_\_\_\_ dated \_\_\_\_\_ with Mayor's concurrence dated \_\_\_\_\_) which authorizes the General Manager of the Los Angeles Housing and Community Investment Department to prepare and execute the Agreement.

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

## **1. INTRODUCTION**

### **§101 Parties to the Agreement**

The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, Los Angeles, California 90012.
2. The Contractor, known as Intuitive Real Estate Solutions, LLC, having its principal office at 55711 West Slauson Avenue, Suite 170, Culver City, California 90230.

### **§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:

Rushmore D. Cervantes, General Manager  
Attn: HCIDLA Contract Coordinator  
Housing and Community Investment Department  
1200 West 7th Street, 9th Floor  
Los Angeles, CA 90017

The Contractor shall submit monthly invoices to: The Housing and Community Investment Dept., Attn: Loan Portfolio Unit, 1200 W. 7<sup>th</sup> Street, 9<sup>th</sup> Floor, Los Angeles, CA 90017.

2. The representative of the Contractor shall be:

Joseph Williams  
Intuitive Real Estate Solutions, LLC

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

### **§103 Independent Contractor**

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:

1. Proof of insurance as required by the City in accordance with Section 414 of this Agreement and attached hereto as Exhibit A and made a part hereof.
2. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12459 and 12689 in accordance with §416.A.1.a.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
3. Certifications and Disclosures Regarding Lobbying in accordance with §416.A.1.a.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
4. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
5. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §420.
6. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with §423 of this Agreement and the Slavery Disclosure Ordinance in accordance with §425.

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

### **§201 Time of Performance**

The initial term of this Agreement shall commence on January 1, 2015 and end December 31, 2015. Said term is subject to the provisions herein, and may be extended for up to two one-year extensions, subject to funding availability, Contractor's continuing compliance with applicable Federal, State and local government legislation, and an evaluation of Contractor's performance. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §414 herein.

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

A. The Contractor shall provide contractual services which are supported by the Specification and Fee Schedule (Exhibit F). All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

**B. General Statement of Services to be provided by Contractor**

The Contractor shall be responsible for the following services:

- A. Short-term rental to the previous owner/occupant, if necessary.
- B. Providing rental survey to determine appropriate rental rates.
- C. Collection and accounting of rents.
- D. Drafting of leases; oversee rental agreements.
- E. Responding to problem calls from tenants and complaining public.
- F. Monitor, maintain, and secure vacant properties and/or structures.
- G. Manage repairs to HCIDLA-owned properties, including the acquisition of required building permits.
- H. Prepare reports as requested in a clear and concise manner.
- I. Managing the selection process of tenants, including review and evaluation of rental applications and credit reports of potential tenants.
- J. Appearing at any required court appearances pertaining to tenant issues.
- K. Coordinating all legal and required actions regarding evictions of tenants and squatters.
- L. Managing security of the building.

**Contract Performance Review**

LAHD will evaluate the Contractor's work performance, timeliness, adherence to financial terms and billing accuracy, communication and responsiveness, and expertise. LAHD 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 One Hundred Thirty Thousand Dollars (\$130,000.00) in the initial year of the contract and an amount not to exceed Three Hundred Twenty Thousand Dollars (\$320,000.00) for the entire three year term. 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 invoices to the Los Angeles Housing Department. Each invoice shall, a) be submitted on the Contractor's letterhead, and b) include a summary sheet listing the street address, total cost, services provided for each property. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Funding for all periods of this contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
- F. Contractor shall warrant that any applicable discounts have been included in the costs to the City.
- G. CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §12650 et seq.) including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claims.

#### **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