



LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY

REQUEST FOR PROPOSALS

FOR:

**SERVICES FOR THE PRODUCTION, PRESERVATION, AND
OWNERSHIP OF AFFORDABLE HOUSING CONSULTANT BENCH**

Contact Person:
Claudia Lima
[info@lakahsa.gov]

Key Dates:

| | |
|--|---------------------------------|
| RFP Release date | Friday, January 16, 2026 |
| Questions/Clarification Requests open | Monday, January 19, 2026 |
| Applicants Conference | Friday, January 23, 2026 |
| Deadline Questions/Clarification Requests | Monday, January 26, 2026 |
| Responses to Questions Posted | Wednesday, January 28, 2026 |
| Deadline for Submitting Complete Proposals | Monday, February 2, 2026 |
| Notification of Intent to Award Sent to Applicants | Friday, February 6, 2026 |
| LACAHSa Board Meeting for Final Selection and Approval | Wednesday, February 11, 2026 |
| Anticipated Contract Start Date | Monday, March 2, 2026 |

These dates may be changed at the discretion of LACAHSa. Changes to the due date for questions or due date for proposal submittal will be made by written addendum.

www.LACAHSa.gov

TABLE OF CONTENTS

| | |
|---|-----------|
| 1. INTRODUCTION | 3 |
| 1.1 GENERAL | 3 |
| 1.2 AGENCY RESOURCES | 4 |
| 1.3 DESCRIPTION | 4 |
| 1.4 AVAILABLE FUNDS..... | 4 |
| 1.5 MINIMUM QUALIFICATIONS..... | 4 |
| 2. SCOPE OF REQUIRED SERVICES | 4 |
| 2.1 SUMMARY OF SERVICES..... | 5 |
| 3. SCHEDULE OF EVENTS | 14 |
| 3.1 APPLICANTS CONFERENCE | 14 |
| 4. PROPOSAL REQUIREMENTS | 15 |
| 4.1 PROPOSAL FORMAT | 15 |
| 5. SUBMITTAL INSTRUCTIONS..... | 17 |
| 6. EVALUATION..... | 17 |
| 6.1 EVALUATION CRITERIA AND SELECTION | 17 |
| 6.2 TERM OF CONTRACT | 17 |
| 6.3 AWARD OF PROFESSIONAL SERVICES AGREEMENT | 17 |
| 7. REQUESTS FOR CLARIFICATIONS..... | 18 |
| 8. GENERAL PROVISIONS..... | 18 |
| 8.1 AMENDMENTS TO RFP | 18 |
| 8.2 NO COMMITMENT TO AWARD..... | 18 |
| 8.3 AMENDMENTS TO PROPOSALS | 19 |
| 8.4 NON-RESPONSIVE PROPOSALS..... | 19 |
| 8.5 LATE PROPOSALS..... | 19 |
| 8.6 COSTS FOR PREPARING | 19 |
| 8.7 ALTERNATIVE PROPOSALS..... | 19 |
| 8.8 ADMINISTRATIVE REVIEW..... | 19 |
| 8.9 PUBLIC DOCUMENTS..... | 20 |
| 8.10 NO EXCEPTIONS | 20 |
| 8.11 COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAW..... | 20 |
| 8.12 CONFLICT OF INTEREST CERTIFICATION | 20 |
| 8.13 CONTRACT TERMS & CONDITIONS..... | 20 |

LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY BENCH REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 General

Los Angeles County Affordable Housing Solutions Agency (“LACAHS” or the “Agency”) is requesting proposals from qualified consultants with demonstrated experience in providing Services to develop a consultant bench for:

PRODUCTION, PRESERVATION, AND OWNERSHIP OF AFFORDABLE HOUSING

Agency is a newly-formed regional governmental entity that is charged with increasing the production of affordable housing, preserving existing affordable housing stock, and protecting low-income tenants from eviction and displacement. Agency was created by the California Legislature in 2022 through the Los Angeles County Regional Housing Act (Senate Bill 679, codified at Cal. Government Code section 64700 et seq.) (the “Act”), which establishes legal requirements for the distribution of Agency’s revenues. In November 2024, the voters of Los Angeles County (“County”) passed Measure A, a half-cent sales tax to fund homelessness and homeless prevention programs. Measure A is anticipated to raise about \$1.1 billion in annual revenue, and 35.75% of that revenue must flow to Agency.

Measure A’s transactions and use tax became effective on April 1, 2025, and Agency has begun to receive monthly tranches of revenue from the tax. The Agency’s portion of Measure A funds must be allocated to programmatic uses as follows: 60% for affordable housing production, preservation, and ownership (“PPO”) (Gov. Code, § 64830(d)(1); Measure A, § 29(B)); 5% for technical assistance, research, and policy development (“Technical Assistance”) (Gov. Code, § 64830(d)(4)); 5% for Agency administration; and 30% for Renter Protection and Homelessness Prevention (“RPHP”) (Gov. Code, § 64830(d)(2)). This request for proposals (“RFP”) reflects funding available from the portion allocated for PPO.

The Agency is governed by a Board of Directors (“Board”) consisting of twenty-one (21) voting members, who have each been appointed to represent various geographic or subject-area constituencies. The Agency is led by a Chief Executive Officer and its financial system is managed by the Agency’s Controller.

The Agency intends to enter into a bench of Professional Service Agreements. A “bench” is defined as a roster of qualified firms which provide the same services. During the period of performance, the Agency intends to issue requests for task order proposals to the firms on the bench in accordance with the rates, terms, and conditions of the Professional Service Agreements. The Agency reserves the right to compete requests for task order proposals among the firms on the bench. The Agency makes no guarantees about the demand for services, number of projects, or number of firms needed throughout the term of the Professional Service Agreements. The Agency’s standard Professional Services Agreement template is attached as Attachment 1. Any applicant selected to be part of the bench must execute Agency’s standard Professional Services agreement, without exception.

1.2 Agency Resources

All services funded by Agency are subject to the legal requirements of SB 679 and Measure A. Agency cannot grant exceptions under any circumstances. Applicants should familiarize themselves with SB 679 and Measure A. Even if not set forth in this RFP or in an eventual contract, the requirements will nonetheless apply to the use of Agency funds. The Board has adopted Transitional PPO and TA Program Guidelines (“Program Guidelines”) that contain additional LACAHSAs policies and guidance. The Program Guidelines are available on LACAHSAs website at www.lacahsa.gov.

The Board has also adopted an Annual Expenditure Plan, which sets forth the eligible uses of LACAHSAs revenues. The Annual Expenditure Plan is also available on LACAHSAs website.

1.3 Description

See Section 6.2 of this RFP.

1.4 Available Funds

Funding is allocated in the Agency’s annual Administrative and Operations Budget. For FY25-26 the Board has approved up to \$550,000 in funding for the services outlined below provided through June 30, 2026. Additional funding will be obligated for FY26-27 and FY27-28.

The proposal should therefore be structured as followed:

- Proposed fees and costs from execution of contract through June 30, 2026.
- Proposed fees and costs for July 1, 2026 through June 30, 2027.

Should a proposing organization be successful in their application to provide any of the services requested, the Agency will execute an initial scope for the work period through June 30, 2026 and, prior to July 1, 2026, the Agency will execute an amendment to increase the project budget in line with the Board-approved FY26-27 budget.

1.5 Minimum Qualifications

To be considered for selection, proposing organizations must meet at minimum the following qualifications:

- Be capable of providing the services sought by the Agency as outlined in the Scope of Services. Most importantly, demonstrate a history of timely completion of services related to underwriting, closing, and preparation of policies, procedures and standards.
- Have established offices physically located in the State of California. Please note that location within, or proximity to, Los Angeles County as well as experience working within Los Angeles County will be a factor in the Agency’s decision as it evaluates experience.
- Have experienced and dedicated staff able to be assigned and committed to providing required services to a public agency.
- Demonstrate a diverse and experienced team that offers a well-rounded approach to providing the services proposed.

2. SCOPE OF REQUIRED SERVICES

2.1 Summary of Services

The Agency is requesting proposals from qualified consultants that have demonstrated their ability to provide the following services. A respondent may choose to submit a proposal for any or all of the packages as outlined above, and the Agency reserves the right to accept or modify a proposal based on the Agency's needs and the totality of proposals received.

Package 1:

Underwriting & Program Operation Services for Production & Preservation Notice Of Funding Availability (NOFA) #1

Package Timeline:

- The majority of this work is expected in March – July 2026, with the likelihood that additional funding is available in the FY26-27 PPO budget, to be released in Summer 2026.
- The expectation is that the initial program design developed for the FY25-26 program will be substantially continued in FY26-27.

Underwriting

- Review all applications for compliance and threshold review and confirm applicant eligibility and completeness of submissions.
- Coordinate with staff to ensure all required documentation is received and properly logged.
- For each transaction, prepare a credit memorandum (comparing project terms and metrics to LACAHSAs risk standards and recommending a credit action) for review and approval by LACAHSAs independent risk function.
- Underwrite development proposal in accordance with NOFA guidelines and funding criteria, score applications using the agency's approved scoring rubric
- Request additional information from sponsors and borrowers pursuant to the applicable underwriting-phase due diligence checklist, including updated versions of previously collected documents and new documents required to close.
- Coordinate third-party due diligence (e.g., appraisals, flood certifications, plan and cost reviews), including selecting and procuring providers and managing production timelines.
- Conduct supplemental sponsor- and transaction-level underwriting using LACAHSAs adopted underwriting standards, including review/analysis of all transaction materials—such as updated project budgets, development and operating pro formas, appraisals, and legal documents—to verify consistency with approved program terms (beyond threshold requirements verified in the application and selection process).
- Prepare credit memos for top-ranked projects recommended for funding.
- Coordinate with sponsor, borrower, counsel, and Agency staff to resolve any inconsistencies in models and documentation to move the project to the closing phase under the applicable program.
- Participate in review panel meetings and debrief sessions with agency staff to discuss evaluation outcomes and recommendations.

- Conduct final underwriting of selected projects to confirm financial feasibility and readiness.
- Resolve all follow-up inquiries with applicants. Ensure all applicant comments regarding preliminary scoring are saved along with responses.
- Present recommended projects to the Agency's Investment Review Committee and Board of Directors for approval and funding authorization.
- Develop and maintain a centralized Q&A log to address applicant inquiries and ensure consistent communication throughout the NOFA period.

Loan Closing

- Collect all application-phase documents and create an underwriting file in LACAHSAs secure file storage system.
- Review all closing documents (e.g., loan agreements, regulatory agreements, affordability covenants, board authorizations, and other required documents, as applicable) for key rights, remedies, protections, and business terms, as well as consistency with LACAHSAs credit policy.
- In coordination with LACAHSAs counsel, help negotiate document provisions in ways that accurately reflect the business deal and protect LACAHSAs interests.
- Where necessary, escalate proposed terms that potentially deviate from LACAHSAs policy or otherwise raise possible concerns to LACAHSAs Managing Director of Strategic Investments.
- Pre-Closing review of underwriting documents and confirm project readiness, and develop and maintain a closing checklist and tailored closing schedule.
- Facilitate execution of legal documents on behalf of the Agency.
- Ensure all third-party reports (e.g. appraisals, environmental assessments, title reports) are complete and current.
- Coordinate among sponsor and financing partners—including, bond counsel, lenders, investors, and other public funders—to align closing terms, timelines, and deliverables.
- Assist in drafting and reviewing loan documents, including but not limited to Loan Agreements, Promissory Notes, Deeds of Trust, Regulatory Agreement, subordination agreements (if and as applicable).
- Prepare and manage transaction schedules, closing checklists, and due-diligence deliverables for all active closings. Coordinate with legal counsel to ensure all documents reflect agency terms and conditions.
- Participate in regular working-group and closing calls to track status, identify bottlenecks, and maintain accountability / progress.
- Verify satisfaction of all closing conditions, including but not limited to entity documentation, insurance certificates, evidence of other committed financing, entitlement and environmental clearances.
- Facilitate execution of loan documents by all parties and coordinate with escrow and title companies to ensure proper recording and disbursement procedures.
- Review closing statement and confirm funding draw schedules and initial disbursement timing.

- Prepare a final closing memo describing key terms and conditions for monitoring and a post-closing summary report outlining key terms, conditions and next steps for monitoring.
- Facilitate transition of closed transactions for Asset Management.
- Prepare and submit a complete closing binder to Agency, including executed documents and recorded instruments.
- Troubleshoot the wide range of challenges that can arise in complex financing transactions and complete other work as necessary to help facilitate financial closing.
- Update internal LACAHSAs tracking systems and project files.
- Prepare communications on loan closing to external parties.

Policies, Procedures & Standards Support

- Create policies and procedures describing the purpose and principles guiding the risk management function and the process for reviewing proposed financings, applying underwriting policies, weighing risks and mitigants, and approving or denying a proposed financing.
- Create user guides and reference tools summarizing key information for various programs and products as needed.
- Create process workflows describing each step of administering each program, including application, initial review and selection, deposits, underwriting, due diligence, closing, funding, fee collection, asset management, and compliance monitoring.
- Create policies and procedures for applicable staff related to each step in the workflow process.
- Create general forms and templates to facilitate various workflow processes (e.g., letters of intent, invoices, borrower information forms, report templates).
- Based on a review of best practices from commercial lenders, public agency lenders, and credit rating agencies, add any critical underwriting policies on which the term sheets, selection criteria, and due diligence checklists are silent.
- For all programs, and based on industry best practices, develop detailed methodologies and metrics related to each policy—as well as a workflow that guides staff through the underwriting process step-by-step.
- Develop underwriting-phase due diligence checklists covering all documentation required prior to closing.
- Based on a review of industry best practices, design an independent risk management function for LACAHSAs.
- Develop standards for managing agency-level risk (as opposed to project-level risk), including standards related to total relationship exposure and various types of risk concentration.
- Create tools to help automate the risk review function, including Excel tools that generate risk reports using a “stoplight” format to help quickly identify items for follow-up.
- Review asset management and compliance best practices for similar public agencies and outline the structure of a LACAHSAs asset management and compliance manual.

- Draft policies and procedures covering all LACAHSAs work after loan, grant, or subsidy closing, including: transfer of responsibility to asset management staff, archiving of files, post-closing regulatory filings, collection of ongoing fees, monitoring of affordability and other regulatory requirements, tax-related compliance, periodic audits and inspections, and processing of consents and modification requests.
- Create specialized forms and tools to facilitate long-term monitoring (e.g., annual reporting forms, notices, annual certifications, demand letter templates) using CreditLens.
- Design an asset management team structure and define roles and responsibilities.
- Create staff training materials on policies, procedures, and tools related to overall workflow, underwriting, risk management, and compliance.

Package 2:

Homeownership RFP & Program Operation Services

Package Timeline:

- The majority of this work is expected in April – August 2026, with the likelihood that additional funding is available in the FY26-27 PPO budget, to be released in Fall 2026 or Spring 2027.
- The expectation is that the initial program design developed for the FY25-26 program will be substantially continued in FY26-27.

Initial Research and Prototypes

- Establish program development criteria (i.e. define success) and program funding levels.
- Evaluate Measure A authority for homeownership uses, including down payment assistance (DPA), shared-equity, soft-second, and interest-rate-buydown models.
- Identify parameters for resale/recapture restrictions and long-term affordability per Measure A and SB 679.
- Survey local DPA programs to identify funding gaps and partnership opportunities.
- Coordinate with eligible jurisdictions and current lenders to evaluate readiness and pipeline volume/characteristics.
- Assess feasibility of a LACAHSAs-administered DPA revolving fund versus grants to existing local programs.
- Develop program prototypes based on criteria and findings, as well as rough program funding allocations.

Develop Programs

- Model prototypes under various scenarios (e.g. different subsidy structures, levels of leverage) to determine optimal funding parameters.
- Test portfolio sustainability under varying AMI, interest-rate and other assumptions.
- Create draft term sheets covering issues such as available funding, program purpose, eligibility, size and structure of loan/subsidy, program costs, public-benefit requirements, and credit-risk standards.

- Vet draft term sheets with Agency staff, legal counsel, the Investment Review Committee (“IRC”), and a small group of local stakeholders, including local housing agencies and potential partners.
- Finalize term sheets based on stakeholder feedback.

Develop Solicitation Materials

- Draft application selection criteria based on Agency priorities for each program.
- Translate criteria into an objective scoring system including threshold requirements and point values.
- Create application documents for each program, including application forms, lists of initial due diligence materials, and an Excel workbook for entering financial information and calculating preliminary scores.
- Draft NOFA narrative document describing the program(s), application process, scoring process, timeline, and related information.
- Publish draft NOFA materials for public comment.

Finalize and Publish NOFA

- Assist LACAHSa with conducting public listening sessions and compile public comments from listening sessions and website form.
- Organize and catalogue public comments and facilitate development of Agency answers and related revisions to NOFA.
- Build out any NOFA sections marked to-be-determined in the initial public draft.
- Finalize NOFA, including Word document and Excel workbook, and vet with Agency staff.
- Assist LACAHSa with final NOFA presentation to the IRC, secure approval to publish, and publish the final NOFA.

Underwriting of Program Participants

- Answer applicant questions during the NOFA Q&A period and ensure answers are generalized and published for review by other applicants.
- Review applications for compliance with threshold requirements and compile follow-up inquiries for applicants to resolve follow-up inquiries with applicants.
- Complete initial evaluations/scoring of all applications and publish preliminary scoring for applicant review/comments.
- Resolve any applicant comments regarding preliminary scoring.
- Compile final project descriptions, scoring, and selection recommendations for the IRC.
- Assist LACAHSa with IRC approval of selection recommendations and notify applicants of the outcome.
- Assist with negotiating and finalizing LACAHSa letters of intent for all successful applicants.
- Request additional information from sponsors and borrowers pursuant to the applicable underwriting-phase due diligence checklist, including updated versions of previously collected documents and new documents required to close.

- Coordinate third-party due diligence (e.g., appraisals, flood certifications, plan and cost reviews), including selecting and procuring providers and managing production timelines.
- Conduct supplemental sponsor- and transaction-level underwriting using LACAHSAs adopted underwriting standards, including review/analysis of all transaction materials—such as updated project budgets, development and operating pro formas, appraisals, and legal documents—to verify consistency with approved program terms (beyond threshold requirements verified in the application and selection process).
- Coordinate with sponsor, borrower, counsel, and Agency staff to resolve any inconsistencies in models and documentation to move the project to the closing phase under the applicable program.
- For each transaction, prepare a credit memorandum (comparing project terms and metrics to LACAHSAs risk standards and recommending a credit action) for review and approval by LACAHSAs Managing Director of Strategic Investments and the IRC.

Closing Process

- Collect all application-phase documents and create an underwriting file in LACAHSAs secure file storage system.
- Review all closing documents (e.g., loan agreements, regulatory agreements, affordability covenants, board authorizations, and other required documents, as applicable) for key rights, remedies, protections, and business terms, as well as consistency with LACAHSAs credit policy.
- In coordination with LACAHSAs counsel, help negotiate document provisions in ways that accurately reflect the business deal and protect LACAHSAs interests.
- Where necessary, escalate proposed terms that potentially deviate from LACAHSAs policy or otherwise raise possible concerns to LACAHSAs Managing Director of Strategic Investments.
- Facilitate execution of legal documents on behalf of the Agency and coordinate among sponsor and financing partners—including, bond counsel, lenders, investors, and other public funders—to align closing terms, timelines, and deliverables.
- Prepare and manage transaction schedules, closing checklists, and due-diligence deliverables for all active closings.
- Participate in regular working-group calls to track status, identify bottlenecks, and maintain accountability / progress.
- Facilitate any required final approvals from public agencies, lenders, investors, and others.
- Facilitate funding of LACAHSAs loans, grants, and subsidies at closing.
- Prepare a final closing memo describing key terms and conditions for monitoring.
- Facilitate transition of closed transactions to the Asset Management Team.
- Troubleshoot the wide range of challenges that can arise in complex financing transactions and complete other work as necessary to help facilitate financial closing.

Package 3:

CLT RFP & Program Operation Services

Timeline:

- The majority of this work is expected in March – July 2026, with the likelihood that additional funding is available in the FY26-27 PPO budget, to be released in Fall 2026 or Spring 2027.
- The expectation is that the initial program design developed for the FY25-26 program will be substantially continued in FY26-27.

Develop Programs

- Define specific requirements for the NOFA or similar funding process, including minimum experience requirements for the proposer team, and submittal requirements, such as description of the development proposal, proposed land use and entitlement strategy, design narrative, community engagement plan, financing plan, timeline, the developer's summary of constraints and assumptions.
- Develop loan sizing, scoring criteria and rubric.
- Draft NOFA or similar funding process for stakeholder review.
- Translate program criteria into an objective scoring system emphasizing community control, depth/duration of affordability, and displacement prevention.
- Create application documents, due diligence lists, and Excel-based workbooks to evaluate CLT financial structure, affordability performance, and stewardship capacity, and to calculate preliminary scores.
- Draft NOFA or similar funding process narrative document describing the program(s), application process, scoring process, timeline, and related information.
- Publish draft NOFA or similar funding process materials for public comment.

Develop Solicitation Materials

- Conduct public listening sessions and compile public comments from listening sessions and website form.
- Stakeholder Review & Feedback. Facilitate review sessions with internal team and external stakeholders of NOFA or similar funding process.
- Organize and catalogue public comments and facilitate development of Agency answers and related revisions to NOFA or similar funding process and summarize feedback.
- Build out any NOFA or similar funding process sections marked to-be-determined in the initial public draft and Incorporate feedback into revised NOFA.

Finalize and Publish NOFA

- Answer applicant questions during the NOFA Q&A period and ensure answers are generalized and published for review by other applicants.
- Organize, prepare and facilitate NOFA Applicants Conference presentation.
- Finalize NOFA, including Word document and Excel workbook, and vet with Agency staff. Prepare Final NOFA for publication.
- Present final NOFA to the IRC, secure approval to publish, and publish the final NOFA.

- Organize and facilitate virtual “Office Hours” sessions to provide technical assistance and guidance to applicants during the submission period.
- Resolve follow-up inquiries with applicants.
- Develop and maintain a centralized Q&A log to address applicant inquiries and ensure consistent and transparent communication throughout the NOFA period.

Underwriting of Program Participants

- Review applications for compliance with threshold requirements and compile follow-up inquiries for applicants.
- Conduct threshold review to confirm applicant eligibility and verify completeness of submissions.
- Complete initial evaluations/scoring of all applications and publish preliminary scoring for applicant review/comments.
- Design a standardized staff report template to streamline internal review and presentation of project evaluations.
- Resolve any applicant comments regarding preliminary scoring.
- Create a comparative scoring matrix aligned with the NOFA rubric to support objective evaluation of applications.
- Compile final project descriptions, scoring, and selection recommendations for the IRC.
- Develop management tools and templates for communicating scoring outcomes to applicants, including scoring letters and appeal instructions.
- Assist LACAHSa in secure IRC approval of selection recommendations and notify applicants of the outcome.
- Develop Program Level dashboard to report on the number of projects, units, geographic location, and award amount.
- Request additional information from sponsors and borrowers pursuant to the applicable underwriting-phase due diligence checklist, including updated versions of previously collected documents and new documents required to close.
- Coordinate third-party due diligence (e.g., appraisals, flood certifications, plan and cost reviews), including selecting and procuring providers and managing production timelines.
- Coordinate with agency staff to ensure all required documentation is received and properly logged.
- Conduct supplemental sponsor- and transaction-level underwriting using LACAHSa’s adopted underwriting standards including review/analysis of all transaction materials—such as updated project budgets, development and operating pro formas, appraisals, and legal documents—to verify consistency with approved program terms (beyond threshold requirements verified in the application and selection process).
- Underwrite development proposals in accordance with NOFA guidelines and funding criteria.
- Coordinate with sponsor, borrower, counsel, and Agency staff to resolve any inconsistencies in models and documentation to move the project to the closing phase under the applicable program.

- Score applications using the agency’s approved scoring rubric and for each transaction, prepare a credit memorandum (comparing project terms and metrics to LACAHSAs risk standards and recommending a credit action) for review and approval by LACAHSAs Managing Director of Strategic Investments and the IRC.
- Rank applications based on final scores and evaluation outcomes and prepare applicant list following completion of initial scoring to be posted on LACAHSAs website.
- Assist with managing the appeals process after scoring letters have been issued.
- Review and respond to appeals in coordination with agency staff, ensuring transparency and consistency in scoring determinations.
- Participate in review panel meetings and debrief sessions with agency staff to discuss evaluation outcomes and recommendations.
- Conduct final underwriting of selected projects to confirm financial feasibility and readiness.
- Draft Funding Award and letters of intent for agency issuance and negotiate letters of intent.

Closing Process

- Review all closing documents (e.g., loan agreements, regulatory agreements, affordability covenants, board authorizations, and other required documents, as applicable) for key rights, remedies, protections, and business terms, as well as consistency with LACAHSAs credit policy.
- Confirm payment of non-refundable Application Deposit within 30 days of Funding Award.
- In coordination with LACAHSAs counsel, help negotiate document provisions in ways that accurately reflect the business deal and protect LACAHSAs interests.
- Coordinate with agency staff, legal counsel, and development teams to establish closing timelines.
- Where necessary, escalate proposed terms that potentially deviate from LACAHSAs policy or otherwise raise possible concerns to LACAHSAs Managing Director of Strategic Investments.
- Coordinate among sponsor and financing partners—including, bond counsel, lenders, investors, and other public funders—to align closing terms, timelines, and deliverables.
- Ensure all required third-party reports (e.g., appraisals, environmental assessments, title reports) are complete and current.
- Prepare and manage transaction schedules, closing checklists, and due-diligence deliverables for all active closings.
- Assist in drafting and reviewing loan document templates, including but not limited to Loan Agreement, Promissory Note, Deed of Trust, Regulatory Agreement, Subordination Agreements (if and as applicable).
- Participate in (and lead as appropriate) regular working-group calls to track status, identify bottlenecks, and maintain accountability / progress.
- Coordinate with legal counsel to ensure all documents reflect agency terms and conditions.

- Verify satisfaction of all closing conditions, including but not limited to entity documentation, insurance certificates, evidence of other committed financing, entitlement and environmental clearances.
- Facilitate funding of LACAHSAs loans, grants, and subsidies at closing.
- Facilitate execution of loan documents by all parties and coordinate with escrow and title companies to ensure proper recording and disbursement procedures.
- Prepare a final closing memo describing key terms and conditions for monitoring.
- Review closing settlement statement and confirm funding draw schedules and initial disbursement timing.
- Facilitate transition of closed transactions to the Asset Management Team and provide a post-closing summary report outlining key terms, conditions, and next steps for monitoring.
- Prepare and submit a complete closing binder to the agency, including executed documents and recorded instruments.
- Troubleshoot the wide range of challenges that can arise in complex financing transactions and complete other work as necessary to help facilitate financial closing
- Update internal LACAHSAs tracking systems and project files.
- Prepare communications on loan closing to external parties.

3. **SCHEDULE OF EVENTS**

Timetable for Reviewing and Evaluating Proposals:

| | |
|---|---------------------------------|
| RFP Release date | Friday, January 16, 2026 |
| Questions/Clarification Requests open | Monday, January 19, 2026 |
| Applicants Conference | Friday, January 23, 2026 |
| Deadline Questions/Clarification Requests | Monday, January 26, 2026 |
| Responses to Questions Posted | Wednesday, January 28, 2026 |
| Deadline for Submitting Complete Proposals | Monday, February 2, 2026 |
| Notification of Intent to Award Sent to Applicants | Friday, February 6, 2026 |
| LACAHSAs Board Meeting for Final Selection and Approval | Wednesday, February 11, 2026 |
| Anticipated Contract Start Date | Monday, March 2, 2026 |

These dates may be changed at the discretion of LACAHSAs. Changes to the due date for questions or due date for proposal submittal will be made by written addendum.

3.1 **Applicants Conference**

An optional applicants conference will be held remotely on Friday, January 23, 2026. To register to attend, go to www.lacahsa.gov, under Data & News.

During the applicants conference, consultants will have the opportunity to share interest in partnering and to describe the roles they are seeking within a collaborative application.

4. PROPOSAL REQUIREMENTS

4.1 Proposal Format

Applicant's proposal should be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the applicant.

Proposals shall be organized in the order presented below:

- 4.1.1. Cover letter identifying applicant's legal name, background, and contact information, along with a brief summary of the key elements of the proposal.
- 4.1.2. Narrative proposal that concisely demonstrates applicant's understanding and approach to administering Underwriting of multifamily housing, community land trusts or homeownership programs.

a. Professional Qualifications and Specialized Experience (maximum 4 pages)

Applicants must provide the following:

- An overview of the lead organization, including its mission, services offered, and length of time in operation, both generally and within Los Angeles County.
- A list of any subcontractors included in the proposal, services offered, and length of time in operation, both generally and within Los Angeles County.
- A description of the geographic area(s) currently served by the lead organization and by any proposed subcontractors.
- A description of the prior experience of each organization included in the proposal, detailing comparable services provided, outcomes achieved and demonstrated capacity to implement the proposed scope of work.
- A list of key staff members to be involved in the project and their experience and qualifications.
- A description of the lead organization's experience working with local governments and managing government contracts.
- If the proposal includes subcontractors, describe if/how the organizations have partnered in the past and any other experience the lead applicant has with successful collaboration.

b. Scope of Work (maximum 6 pages)

Provide a detailed description of what services will be provided. This should address the following:

- Which package, or packages, outlined in Section 2 of this document, the respondent is choosing to apply for and what specific past experiences the respondent has which makes them well suited to provide the proposed services.

- c. Timeline** - Provide a clear implementation timeline with key activities and deliverables. Do not include dates or intended calendar milestones. Instead, propose key milestones in the development of the core package requirements, with

a rough amount of time, measure in weeks, necessary to achieve the deliverables. This is intended to give reviewers a better understand of the pace at which respondent believes work must proceed to achieve the deliverable.

- d. Pending Litigation** – Does your organization have any pending litigation with any California federal government agency, including regarding homelessness prevention or financial assistance services rendered? If so, please describe any and all instances.

4.1.3. Cost Proposal

Applicants must submit a detailed deliverables-based cost proposal that outlines all anticipated expenses necessary to successfully perform the scope of work described in this RFP. Any costs necessary to achieve the objectives (travel, printing, technology, etc.) should be included with the deliverables-based cost proposal. No additional costs will be reimbursed.

The cost proposal must include a distinct, detailed deliverables-based budget for the lead agency as well as for each subcontractor, if applicable.

Budgets should be broken into two sections:

- Project start (estimate March 1, 2026) through June 30, 2026
- July 1, 2026 – June 30, 2027

4.1.4. References

Provide three (3) references that are of similar size and scope of service utilization as the Agency. Please note that evaluation preference will be given to California references. Include the following information for each reference:

- Contact Name & Title
- Name and Address of Government
- Telephone Number
- E-mail address
- Number of Years as Customer
 - Total Contract Amount
 - Description of services provided

The Agency reserves the right to contact each of the references listed for additional information regarding your organization's qualifications.

If applicable, describe fully the last three contracts performed by your organization that have been terminated with or without cause. Please include the following information:

- Contact Name & Title
- Name and Address of Government
- Telephone Number
- E-mail address
- Description of services provided
- Time period of contract

- Explanation for contract termination

5. **SUBMITTAL INSTRUCTIONS**

To be considered, an applicant must submit its proposal to the Agency via email to the address set forth below, no later than Monday, February 2, 2026, 5:00 PM.

Please submit your proposal at info@lakahsa.gov.

6. **EVALUATION**

6.1 Evaluation Criteria and Selection

A selection committee will review for responsiveness, evaluate responsive proposals and rank the proposals. Proposals will be evaluated according to the following criteria:

| Evaluation Criteria | % |
|---|----|
| Organizational capacity and experience of the proposed consultant team; relevant qualifications including diversity of the team, length of work in the field as articulated in section 4.1.2(a) of this RFP | 25 |
| Past work that aligns with proposed work conducted in L.A. County or State of California in section 4.1.2(a) and (b) of this RFP | 25 |
| Demonstration of a clear, realistic and effective approach to delivering proposed services as articulated in section 4.1.2(c) of this RFP | 25 |
| Budget and Cost Effectiveness as articulated in section 4.1.3 of this RFP | 25 |

Applicants should note that lowest cost proposals are not the sole determining factor in the final selection of bench consultants. The Agency reserves the right to consider other relevant factors including geographic diversity to promote maximize regional reach. An application's score and ranking will not compel a specific outcome or in any way obligate the Agency to select a specific applicant to be part of the bench.

The Agency may, at its discretion, invite a shortlist of applicants to participate in a panel interview to be held at the Agency. No applicant shall be entitled to or otherwise guaranteed an interview with the Agency. In the event that interviews are held, the proposal and the interview shall each be weighted in making a final selection. Interview criteria will be provided to finalists in the event of an interview situation. Agency may, at its discretion, require site inspections, demonstrations, or a pilot of proposed services.

6.2 Term of Services

The contract term is expected to commence March 1, 2026. At the discretion of LACAHSA, contracts may be renewed for up to two subsequent program years, contingent upon satisfactory performance, availability of funds, demonstrated need and project outcomes.

6.3 Award of Professional Services Agreement

Professional Services Agreement(s) will be awarded on the basis of demonstrated competence and professional qualifications in accordance with Section 6.1 above. Final contract amount will be negotiated between the Agency and the selected applicant(s) and may differ from the proposed budget amount. The Agency reserves the right to reject all proposals and to contract for services in the manner that most benefits the Agency..

The Agency shall not be obligated to accept the lowest priced proposals but will select applicants for inclusion in the consultant bench in the best interests of the Agency after all factors have been evaluated.

The selection committee will formulate its recommendations for award of contract(s) for approval by the Board. The final decision to award contract(s) is within the sole and absolute discretion of the Board.

7. REQUESTS FOR CLARIFICATIONS

All questions, interpretations or clarifications, either administrative or technical must be requested in writing and directed to: Claudia Lima at info@lakahsa.gov.

All written questions will be answered in writing and conveyed to all applicants on the proposer's list. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by Monday, January 26, 2026, 5:00 PM. Responses to clarification requests will be provided by Wednesday, January 28, 2026, 10:00 AM or the timetable will be adjusted, if necessary.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP. Agency is not responsible for and shall not be bound by any representations, statements, or explanations otherwise made by any individual acting or purporting to act on its behalf, other than the Agency representative(s) identified in this RFP. Any communications, whether written or verbal, with any Board Member or Agency staff other than the individual indicated above, prior to award of a contract by the Agency, is strictly prohibited and the applicant may be disqualified from consideration.

8. GENERAL PROVISIONS

Applicants are encouraged to review this RFP carefully in its entirety prior to preparation of its proposal. The Agency reserves the right to verify all information submitted in the proposal.

8.1 Amendments to RFP

The Agency reserves the right to amend or modify any provisions of the RFP by written addendum or issue to all proposers a Notice of Amendment to answer questions for clarification.

8.2 No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit the Agency to award a contract. The Agency expressly reserves the right to postpone the RFP process for its own convenience,

to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one applicant concurrently or to decline to enter into negotiations or terminate negotiations with any applicant at any time, to select the proposal(s) most advantageous to the Agency, including awarding more than one contract if desired, or to cancel or withdraw all or part of this RFP at any time.

8.3 Amendments to Proposals

No amendment, addendum or modification will be accepted after the deadline stated herein for receiving proposals. Applicant may modify or amend its proposal only if the Agency receives the amendment prior to the deadline stated herein for receiving proposals. Agency reserves the right to request clarification of information submitted from any one or more of the applicants.

8.4 Non-Responsive Proposals

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal. Agency reserves the right to waive inconsequential disparities and minor irregularities in a submitted proposal.

8.5 Late Proposals

The Agency will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the Agency.

8.6 Costs for Preparing

The Agency is not liable and will not compensate any applicant for the cost of preparing or submitting any proposal or otherwise incurred in responding to this RFP. All materials submitted with a proposal shall become the property of the Agency. The Agency will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

8.7 Alternative Proposals

Only one final proposal is to be submitted by each applicant. Multiple proposals will result in rejection of all proposals submitted by the applicant.

8.8 Administrative Review

Applicants may submit a written request for an administrative review under Agency's procurement policies, if applicable, as follows: for a solicitation requirements review within five (5) business days of the RFP release date; and for a disqualification review or proposed applicant selection review within the timeframe specified in the notice of non-responsiveness or notice of non-selection, respectively. Applicants must include the grounds for review and provide sufficient information for the Agency's CEO or designee to make a determination and issue a decision. Agency will respond with a decision in writing within a reasonable time after a request for review is submitted and prior to any applicable due dates. The decision shall be final.

8.9 Public Documents

Once submitted, each proposal becomes the property of Agency and becomes a public record at the conclusion of the selection process. The Agency is not liable for the disclosure of any information contained in an application. Any information that applicants do not wish to disclose to the public must be clearly marked “confidential.” A blanket statement of confidentiality or the marking of every page of the proposal as confidential shall not be deemed sufficient notice of exception. Applicants must specifically label only those portions of the application that are confidential in nature and notify the Agency that confidential information is included.

8.10 No Exceptions

Submission of a proposal constitutes acceptance by applicants of the conditions contained in this RFP should applicant be selected.

8.11 Compliance With Local, State, and Federal Law

Applicants must be in compliance with all LACAHSa fiscal and programmatic requirements and any and all applicable laws, rules, and regulations.

8.12 Conflict of Interest Certification

Consistent with the requirements of Agency, selected applicant(s) will be required to provide a statement affirmatively disclaiming any prohibited interests.

8.13 Contract Terms & Conditions

Any applicant selected to be part of the bench shall execute Agency’s standard Professional Services agreement, without exception. Selected applicants will be required to obtain and maintain applicable insurance required by Agency.

ATTACHMENT 1

Form of Agency's Standard Professional Services Agreement

**LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20__ by and between the Los Angeles County Affordable Housing Solutions Agency, a special act agency established pursuant to Government Code section 64710 and operating pursuant to the Los Angeles County Regional Housing Finance Act, Government Code section 64700 et seq. ("LACAHS") and [__INSERT NAME__], a [__[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]__] with its principal place of business at [__INSERT ADDRESS__] ("Consultant"). LACAHS and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by LACAHS on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [__INSERT TYPE OF SERVICES__] services to public clients, is licensed in the State of California, and is familiar with the plans of LACAHS.

2.2 Project.

LACAHS desires to engage Consultant to render such services for the [__INSERT NAME OF PROJECT__] project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to LACAHS all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [__INSERT TYPE OF SERVICES__] consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [__INSERT START DATE__] to [__INSERT ENDING DATE__], unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including prior written authorization of reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [__INSERT WRITTEN DOLLAR AMOUNT__] (\$[_INSERT NUMERICAL DOLLAR AMOUNT_]_) without written approval of LACAHSAs _____ . Extra Work, as described below, may be authorized by LACAHSAs _____, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to LACAHSAs a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. LACAHSAs shall, within sixty (60) days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Prior Authorization of Expenditures. Consultant shall submit to LACAHSAs an itemized statement of anticipated expenditures for Services to be rendered by Consultant at least 30 days in advance of the anticipated expenditures. If the Term of this Agreement is 12 months or less, such expenditure statements shall require prior written approval by LACAHSAs Chief Executive Officer before expenditures are made if the expenditure amount exceeds 10% of the total Compensation defined in Section 3.2.1. If the Term of this Agreement exceeds 12 months, such expenditure statements shall require prior written approval by LACAHSAs Chief Executive Officer before expenditures are made if the total expenditure amount exceeds 5% of the total Compensation defined in Section 3.2.1.

3.2.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless prior written authorization is obtained by LACAHSAs.

3.2.5 Extra Work. At any time during the term of this Agreement, LACAHSAs may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by LACAHSAs to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without authorization by LACAHSAs _____ and prior written approval from LACAHSAs Representative.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. LACAHSAs retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of LACAHSAs and shall at all times be under Consultant's exclusive direction and control. Neither LACAHSAs, nor any of its

officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, LACAHSa shall respond to Consultant's submittals in a timely manner. Upon request of LACAHSa, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the prior written approval of LACAHSa.

3.3.4 Substitution of Key Personnel. Consultant has represented to LACAHSa that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon prior written approval of LACAHSa. In the event that LACAHSa and Consultant cannot agree as to the substitution of key personnel, LACAHSa shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to LACAHSa, or who are determined by LACAHSa to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of LACAHSa. The key personnel for performance of this Agreement are as follows: [__INSERT NAMES__].

3.3.5 LACAHSa's Representative. LACAHSa hereby designates [__INSERT DEPARTMENT HEAD NAME AND TITLE__], or his or her designee, to act as its representative for the performance of this Agreement ("LACAHSa's Representative"). LACAHSa's Representative shall have the power to act on behalf of LACAHSa for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than LACAHSa's Representative or his or her designee.

3.3.6 Consultant's Representative. Consultant hereby designates [__INSERT NAME OR TITLE__], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with LACAHSA staff in the performance of Services and shall be available to LACAHSA's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any and all required business licenses, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from LACAHSA, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by LACAHSA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to LACAHSA, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Laws and Regulations/ Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to LACAHSA, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold LACAHSA, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.9.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.9.2 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for LACAHSA to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants,

sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.3.9.1 or 3.3.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.3.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.9.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

4. **INSURANCE.** [To be Reviewed Prior to Each Use]

4.1 **Time for Compliance.** Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to LACAHSa that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to LACAHSa that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for LACAHSa to terminate this Agreement for cause.

4.2 **Types of Insurance Required.** As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

4.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

4.2.2 Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering “Any Auto” (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant’s own vehicle stipulating “Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident”; or (2) a non-owned auto endorsement to the Commercial General Liability policy if

Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.***]**

4.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

4.2.4 Professional Liability (Errors & Omissions): [***INCLUDE THIS SUB-SECTION ONLY IF APPLICABLE; DELETE OTHERWISE***]Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

4.2.5 Pollution Liability: [***OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. [***ALWAYS DELETE IF NOT USED***]

4.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by LACAHSa to add the following provisions to the insurance policies:

4.3.1 Commercial General Liability [***INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]: (1) Additional Insured: LACAHSa, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon LACAHSa except ten (10) days shall be allowed for non-payment of premium.

4.3.2 Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has

been served upon LACAHSa except ten (10) days shall be allowed for non-payment of premium.

4.3.3 Professional Liability (Errors & Omissions): [***INCLUDE THIS SUB-SECTION ONLY IF APPLICABLE; DELETE OTHERWISE***](1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon LACAHSa except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

4.3.4 Pollution Liability: [***INCLUDE THIS SUB-SECTION ONLY IF APPLICABLE; DELETE OTHERWISE***](1) Additional Insured: LACAHSa, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

4.3.5 Workers’ Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon LACAHSa except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against LACAHSa, its officials, officers, employees, agents, and volunteers.

4.4 Primary and Non-Contributing Insurance. All policies of insurance shall be primary and any other insurance, deductible, or self-insurance maintained by LACAHSa, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

4.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of LACAHSa, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against LACAHSa, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

4.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by LACAHSa and shall protect LACAHSa, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

4.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by LACAHSa, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to LACAHSa for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15

days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with LACAHSa. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with LACAHSa evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

4.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

4.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of LACAHSa to inform Consultant of non-compliance with any requirement imposes no additional obligation on LACAHSa nor does it waive any rights hereunder.

4.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

4.11 Additional Insurance Provisions

4.11.1.1 The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by LACAHSa, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

4.11.1.2 If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, LACAHSa has the right but not the duty to obtain the insurance it deems necessary and any premium paid by LACAHSa will be promptly reimbursed by Consultant or LACAHSa will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, LACAHSa may cancel this Agreement.

4.11.1.3 LACAHSa may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

4.11.1.4 Neither LACAHSa nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

4.11.1.5 The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to

LACAHSA and shall not preclude LACAHSA from taking such other actions available to LACAHSA under other provisions of the Agreement or law.

4.11.1.6 Consultant shall report to LACAHSA, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

4.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding LACAHSA, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name LACAHSA, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of LACAHSA.

4.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.14 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify LACAHSA against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

5. ACCOUNTING RECORDS.

5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of LACAHSA during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

6. GENERAL PROVISIONS.

6.1 Termination of Agreement.

6.1.1 Grounds for Termination. LACAHSa may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to LACAHSa, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of LACAHSa provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, LACAHSa may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, LACAHSa may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

[__INSERT NAME, ADDRESS & CONTACT PERSON__]

LACAHSa:

Los Angeles County Affordable Housing Solutions Agency

[Insert Address]

[Insert Address]

Attn: [__INSERT DEPARTMENT HEAD NAME AND
TITLE__]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

6.3 Ownership of Materials and Confidentiality.

6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for LACAHSa to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data

magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of LACAHSa, and shall not be used in whole or in substantial part by Consultant on other projects without LACAHSa’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to LACAHSa reproducible copies of all Documents & Data, in a form and amount required by LACAHSa. LACAHSa reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by LACAHSa at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to LACAHSa upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to LACAHSa any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to LACAHSa upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify LACAHSa and provide LACAHSa with the opportunity to obtain the documents.

6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that LACAHSa is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by LACAHSa.

6.3.3 Right to Use. LACAHSa shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at LACAHSa’s sole risk. If LACAHSa uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to LACAHSa upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

6.3.4 Indemnification. Consultant shall defend, indemnify and hold LACAHSa, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by LACAHSa of the Documents & Data, including any method, process, product, or concept specified or depicted.

6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of LACAHSa, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use LACAHSa's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of LACAHSa.

6.3.6 Confidential Information. LACAHSa shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless LACAHSa's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case LACAHSa shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give LACAHSa written notice of Consultant's objection to LACAHSa's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless LACAHSa, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. LACAHSa shall not release the Proprietary Information after receipt of the objection notice unless either: (1) Consultant fails to fully indemnify, defend (with LACAHSa's choice of legal counsel), and hold LACAHSa harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that LACAHSa release such information.

6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

6.5 Indemnification.

6.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of LACAHSa's choosing), indemnify and hold LACAHSa, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, subconsultants, or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of LACAHSa. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, LACAHSa, its officials, officers, employees, agents, or volunteers.

6.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

6.6 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

6.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against LACAHS. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against LACAHS.

6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

6.9 LACAHS's Right to Employ Other Consultants. LACAHS reserves right to employ other consultants in connection with this Project.

6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of LACAHS. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to LACAHS include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are

for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LACAHSa shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of LACAHSa, during the term of his or her service with LACAHSa, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

6.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

6.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

6.21 Subcontracting.

6.21.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of LACAHSa. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY **[INSERT NAME OF CONSULTANT]**

By: _____
Ryan Johnson
Interim Chief Executive Officer

By: _____
[Name]

Dated: _____, 2025

[Title]

APPROVED AS TO FORM:

Michael Maurer
Paula C. P. de Sousa
General Counsel

**EXHIBIT “A”
SCOPE OF SERVICES**

[INSERT SCOPE]

Exhibit “B”
SCHEDULE OF SERVICES

[INSERT SCHEDULE]

Exhibit “C”
COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]