

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 LACAHSA's _____. Extra Work, as described below, may be authorized by LACAHSA's _____, 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 LACAHSA 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. LACAHSA 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 LACAHSA 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 LACAHSA's 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 LACAHSA's 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 LACAHSA.

3.2.5 Extra Work. At any time during the term of this Agreement, LACAHSA may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by LACAHSA 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 LACAHSA's _____ and prior written approval from LACAHSA's 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. LACAHSA 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 LACAHSA and shall at all times be under Consultant's exclusive direction and control. Neither LACAHSA, 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 LACAHS 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: LACAHS, 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 LACAHS 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 LCAHSA, 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 LCAHSA'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 LCAHSA.

6.3.6 Confidential Information. LCAHSA shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless LCAHSA'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 LCAHSA 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 LCAHSA written notice of Consultant's objection to LCAHSA's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless LCAHSA, 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. LCAHSA shall not release the Proprietary Information after receipt of the objection notice unless either: (1) Consultant fails to fully indemnify, defend (with LCAHSA's choice of legal counsel), and hold LCAHSA 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 LCAHSA 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 LCAHSA's choosing), indemnify and hold LCAHSA, 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 LCAHSA. 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, LCAHSA, 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 LACAHSa. 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 LACAHSa.

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

6.9 LACAHSa's Right to Employ Other Consultants. LACAHSa 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 LACAHSa. 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 LACAHSa 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]