City Council Meeting
07-13-26
Item 5.C.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Luis Flores, Public Safety Manager

Reviewed by: Susan Dueñas, Public Safety Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 11, 2026 Meeting date: July 13, 2026

Subject: Approval of Use of PLHA Grant Funds for Motel Voucher Program

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RECOMMENDED ACTION: 1) Conduct the Public Hearing; and 2) Adopt Resolution No. 26-49 approving participation in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program by authorizing the City Manager, or his designee, to sign a reimbursable contract with the Los Angeles County Development Authority (LACDA) acting on behalf of the County.

FISCAL IMPACT: No additional appropriation is required. If Resolution No. 26-49 is adopted, the City's PLHA grant funds in the amount of $23,793 will be used to reimburse the City for costs associated with the operation of a motel voucher program provided through the City's contract with The People Concern (Account No. 100-7021-5119-00).

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 Strategic Plan Goal 4. Improve Public Safety.

DISCUSSION: Malibu participates in the LA County PLHA to help address homelessness within the City. The Los Angeles County PLHA program, administered by the California Department of Housing and Community Development and funded by SB 2, is managed locally by LACDA to increase the supply of affordable housing and provide housing-related services for extremely low- to moderate-income households.

In September 2017, Governor Jerry Brown signed Senate Bill 2 (SB 2), the Building Homes and Jobs Act, to create a permanent source of funding for affordable housing through a $75 fee on the recording of certain types of real-estate documents. Each year,

SB 2 generates between $200 and $250 million in available grant funds, which the California Department of Housing and Community Development oversees.

In Fiscal Year 2024-2025, the City was allocated $23,793 to support eligible program activities. However, due to staffing changes and the Franklin and Palisades Fires, a project proposal was not completed until the current fiscal year. To utilize the outstanding $23,793 in PHLA funds, staff reviewed the list of eligible activities with LACDA and determined that a motel voucher program would be the most effective use of the funding.

Motel Voucher Program

To facilitate a successful transition from street homelessness to interim and eventual permanent housing, the City's Outreach Team provides motel vouchers to people experiencing homelessness who are actively engaged in outreach services. Motel vouchers allow the Outreach Team to reduce street homelessness and have a secure location to contact individuals with an ongoing housing plan without having to drive throughout the City. They are issued conservatively only to individuals who are actively working towards exiting homelessness or individuals looking to escape a natural disaster, such as the recent Palisades Fire and Franklin Fire. Motel vouchers are also used as a proactive measure to mitigate the possibility of encampment fires during Red Flag wind conditions.

The two motels that currently host the Outreach Teams motel vouchers are The American Motel (1243 Lincoln Blvd., Santa Monica, CA 90401) and The Holiday Motel (1102 Pico Blvd., Santa Monica, CA 90405). Both facilities are near the Outreach Team's interim shelter facility, Turning Point, allowing for an efficient transition from motel to interim housing. Currently, the day rate for these motels is $135 per night. Therefore, the $23,793 grant will fund approximately 175 motel stays, providing short-term lodging support for individuals in need.

Staff recommends that the City Council adopt Resolution No. 26-49 (Attachment 1) to approve City participation in the PLHA Program by authorizing the City Manager, or his designee, to sign a reimbursable contract (Attachment 2) with LACDA.

Acceptance of the PLHA funds required a 30-day notice period. Therefore, a Public Hearing Notice (Attachment 3) for the approval of use of the PLHA funds for the motel voucher program was posted in the Malibu Times on Thursday, June 11, 2026.

ATTACHMENTS:

1. Resolution No. 26-49
2. Permanent Local Housing Allocation Program Contract
3. Public Hearing Notice

RESOLUTION NO. 26-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY ACTING ON BEHALF OF THE COUNTY

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. The County of Los Angeles applied for a grant from the California Department of Housing and Community Development's Permanent Local Housing Allocation (PLHA) Program Year 5.

B. The City of Malibu desires to participate in the Los Angeles Urban County PLHA Program Year 5 for the period beginning July 2026.

C. As part of this Los Angeles Urban County PLHA Program Year 5, the City has been allocated $23,793 in grant funds.

D. The City of Malibu must authorize the execution of a contract with the County of Los Angeles in order to receive PLHA funds.

E. The City of Malibu has identified operating a motel voucher program to assist with homeless outreach and housing services as the activity to be funded with State PLHA.

SECTION 2. The City Council approves the use of the City's PHLA funds to support a motel voucher program that strengthens homeless outreach services and authorizes the City Manager, or their designee, to execute any and all documents necessary for participation in the Los Angeles Urban County PHLA Program on behalf of the City of Malibu.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 13th day of July 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

ATTACHMENT 1

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

REIMBURSABLE CONTRACT

FOR THE

PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

BETWEEN

THE COUNTY OF LOS ANGELES

AND A

PARTICIPATING CITY

ATTACHMENT 2

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REIMBURSABLE CONTRACT FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
BETWEEN THE COUNTY OF LOS ANGELES AND A PARTICIPATING CITY

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REIMBURSABLE CONTRACT FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
BETWEEN THE COUNTY OF LOS ANGELES AND A PARTICIPATING CITY

CONTRACT NUMBER: 117683

CITY: City of Malibu

PROJECT TITLE: Year 5 Activity 6 Interim Housing Motel Voucher Program ("Project")

PROJECT NUMBER: PLH228-25

THIS REIMBURSABLE CONTRACT ("Contract") is made and entered into this 27th day of April 2026 by and between the County of Los Angeles, acting by and through the Los Angeles County Development Authority ("LACDA"), hereinafter referred to as the "County", and the City of Malibu, hereinafter referred to as the "Operating Agency." The County and the Operating Agency are collectively referred to as the "Parties" or individually "Party".

WITNESSETH THAT:

WHEREAS, in 2017 the Governor signed the "Building Homes and Jobs Act (SB2, 2017), which established a $75 recording fee on certain real estate documents to increase the supply of affordable homes in California;

WHEREAS, Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code commencing with Section 50470, Statutes of 2017 (SB2, Atkins), created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation ("PLHA") Program ("Program");

WHEREAS, the LACDA, on behalf of the County, has entered into a Standard Agreement with the State of California, Department of Housing and Community Development ("HCD") that must meet all conditions for funding and required milestones to implement the PLHA Program; and

WHEREAS, the Operating Agency desires to participate in the PLHA Program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services and implement the eligible project described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. CONTRACT.
   This Contract consists of this document and attachments hereto and incorporated herein by this reference as follows: EXHIBIT A, Project Description and Activity Budget, and EXHIBIT B, Insurance Requirements.

2. CONTRACT ADMINISTRATION.

The LACDA's Executive Director, or designee, shall have full authority to act for the County in the administration of this contract consistent with the provisions contained herein. Any and all references to the County shall refer to the LACDA acting as the agent of the County in the administration of this Contract.

3. PURPOSE AND SCOPE OF SERVICES.

The purpose and principal goal of this PLHA Program is to make funding available to eligible local governments in California for housing-related projects that assist in addressing the unmet housing needs of their local communities. The Operating Agency will perform all the services set forth in the EXHIBIT A, Project Description and Activity Budget.

4. TIME OF PERFORMANCE.

The Operating Agency shall commence services no sooner than the date first written above and shall be completed by no later than **June 30, 2028**.

5. COMPENSATION AND METHOD OF PAYMENT.

For satisfactory performance under this Contract, the County shall reimburse the Operating Agency an amount not to exceed **Twenty-Three Thousand Seven Hundred Ninety-Three Dollars and Zero Cents ($23,793.00)**, which shall constitute full and complete payment hereunder for the implementation of the Program described in the EXHIBIT A. Said compensation will only be paid out of funds received from the State government under the PLHA Program for allowable costs actually incurred and paid by the Operating Agency for the expressed purposes specified.

The Parties understand and agree that such compensation, if any, shall be conditioned upon receipt of said PLHA Program funds by the County from the State government and shall not be a charge against any other funds of the County. Further, such PLHA Program funds, if any, shall be paid only after submission and approval of the electronic payment request form. This payment request form must be submitted on a minimum of a monthly basis as specified and provided by the County. Said payment request shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6, BUDGET SECTION, of this Contract. After timely receipt and approval of each payment request form, the County will draw a check in favor of the Operating Agency in the approved amount. After the expiration of the financial closeout period, as described in Section 32, FINANCIAL CLOSEOUT PERIOD, of this Contract, those PLHA Program funds not paid under this Contract, if any, will be returned to the Operating Agency's un-programmed funds.

The Operating Agency shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Operating Agency after the expiration or other termination of this Contract.

Should the Operating Agency receive any such payment of PLHA Program funds for any service provided by the Operating Agency after the expiration or other termination of this Contract, it shall immediately notify the County and shall immediately repay all such PLHA Program funds to the County. Payment by the County for services rendered after expiration and/or termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. BUDGET SECTION.

No more than the amounts and expenditure items specified in the EXHIBIT A, Project Description and Activity Budget, to this Contract, which is attached hereto and incorporated herein by reference in Section 3, PURPOSE AND SCOPE OF SERVICES, may be spent for the separate cost categories specified in the EXHIBIT A without the written approval of the County.

7. MONITORING OF SUBRECIPIENT.

The County is responsible for monitoring the eligible activities of the Operating Agency for: program implementation, compliance with State and County financial requirements, including requirements and compliance with all other applicable regulations.

8. OPERATING AGENCY'S ACCOUNTING RECORDS.

The Operating Agency shall establish, maintain, and produce accounting records for the County for each PLHA-funded project, as follows:

a. The Operating Agency shall establish a separate ledger account for receipts and expenditures of PLHA Program funds and maintain expenditure details in accordance with the approved work plan, budget, and schedule. Separate bank accounts are not required.

b. The Operating Agency shall maintain documentation of its financial records for expenditures incurred during the course of the PLHA Activity in accordance with Generally Accepted Accounting Principles Standards, as described in Section 20, ACCOUNTING. Such records shall be kept for at least five (5) years after the close-out report is submitted to the County, and/or HCD.

c. The County, and/or HCD shall have the right to review, copy and request copies of any records and supporting documentation pertaining to the PLHA Program.

9. OPERATING AGENCY'S AUDITS AND MONITORING OF PROJECT FILES.

The Operating Agency shall maintain PLHA files pursuant to California Health and Safety Code ("HSC") Section 50470(b)(2)(B)(ii)(lll) which, at a minimum should include the following information and reports as appropriate:

a. Project/Activity Description

b. Land/Site Information

c. Planning and Zoning History (as appropriate)

d. Records of Public Hearings and Public Comments

e. Relocation Needs (as appropriate)

f. Contracts, Loan and Grant Agreements

g. Environmental Records and Reports/Findings (as appropriate)

h. Design/Engineering Reports and Plans (as appropriate)

i. Description of Targeted Beneficiaries, services to be provided, household incomes, special needs

j. PLHA Activity costs, invoices, purchase orders, sources and use of funds for PLHA activities, terms, and conditions of financings, draws and all supporting documentation, change orders (as appropriate)

k. Implementation/Activity Schedule

l. Procurement Policy used for PLHA Activities

In addition, the Operating Agency shall be responsible for monitoring Rental Housing Developments that received PLHA Program funds for the term of the loan, including, but not limited to, the Projects' compliance with the occupancy and rent requirements set forth in the Regulatory Agreement, compliance with reserve requirements, and the compliance with habitability standards. The Operating Agency shall be responsible for monitoring Affordable Owner-Occupied Workforce Housing ("AOWH") loans to assure that the homes remain Owner-occupied.

10. COMPLIANCE WITH LAWS.

All Parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the County Auditor-Controller Contract Accounting and Administration Handbook; and all amendments or successor laws, regulations, or guidelines thereto (hereinafter called the "Laws, Regulations, and Guidelines"). The Operating Agency has and shall maintain copies of the Laws, Regulations, and Guidelines. Furthermore, the

Operating Agency acknowledges that it has read and understands the Laws, Regulations, and Guidelines.

The PLHA project(s) funded pursuant to this Contract is subject to the provisions and requirements of the California Environmental Quality Act ("CEQA") (Public Resources Code Sections 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15287). The Operating Agency shall be fully responsible for compliance with the provisions of CEQA.

The Operating Agency shall comply with all applicable administrative requirements. The Operating Agency shall carry out each activity in compliance with all applicable federal, state, and local laws and all program requirements and regulations as prescribed by the State PLHA Program, except that:

a. The Operating Agency does not assume the County's environmental responsibilities described in the CEQA (Public Resources Code Sections 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15287) and;

b. The Operating Agency does not assume the County's responsibility for initiating the review process.

The Operating Agency agrees to adhere to all applicable State of California property acquisition and relocation laws and regulations, including the California Relocation Assistance Law, Government Code 7260-7277 et seq., and California State Relocation Assistance and Real Property Acquisition Guidelines, Title 25 California Code of Regulations 6000 et seq.

The Operating Agency agrees to be bound by applicable federal, state, and local laws, regulations, and directives as they pertain to the performance of this Contract, including, but not limited to, sections a-c below.

a. The Operating Agency shall prohibit discrimination in State HCD-funded programs based upon sexual orientation or gender identity. The rule precludes owners and operators of HCD-assisted housing from inquiring about the sexual orientation or gender identity of an applicant or occupant.

b. The Operating Agency shall ensure equal opportunity, in the award and performance of any contract, to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.

c. All PLHA projects or programs shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and 11B and the Americans with Disabilities Act ("ADA"), Title II. In addition,

PLHA projects or programs shall adhere to either the Uniform Federal Accessibility Standards, 24 CFR Part 8, or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Section 8.26.

The Operating Agency shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under state or federal fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with PLHA Program funds.

The Operating Agency shall comply with the requirements contained in the ADA Act, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, GC Section 11135, Section 504 of the Rehabilitation Act, and regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35, in all activities.

11. *[Intentionally omitted.]*

12. *[Intentionally omitted.]*

13. CONFIDENTIALITY OF REPORTS.
The Operating Agency shall keep confidential all reports, information, and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the County.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT; AND ACCIDENT PREVENTION.
The Operating Agency shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Operating Agency shall provide all safeguard safety devices and protective equipment and take any other

needed actions, at its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal, and real property in connection with the performance of this Contract.

15. SEVERABILITY.

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair, or invalidate any other provisions contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

16. INTERPRETATION.

No provision of this Contract shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Contract is to be construed as if both Parties drafted it hereto.

17. WAIVERS.

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 17 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

18. REQUIRED REPORTS FOR THE OPERATING AGENCY, PROGRAM REVIEW AND EVALUATION.

The County will monitor, evaluate, and provide guidance to the Operating Agency in the performance of the PLHA Program. Reviews will focus on the extent to which the planned PLHA Program has been implemented and measurable goals achieved, effectiveness of the program management, and impact of the program.

The Operating Agency must submit to the LACDA Quarterly Performance Reports, including required narratives, within 30 days of the end of each quarter for the term of this Contract.

The County may request additional information as needed to meet other applicable reporting or audit requirements.

The Operating Agency shall make available for inspection to authorized the County and/or HCD personnel and their agents, for a total of five (5) years from the expiration date of this Contract, all records, including financial, pertaining to its performance under this Contract, and allow said County and/or HCD personnel and agents to inspect and monitor Operating Agency's facilities and program

operations, and interview Operating Agency staff and program participants, as required by the County and/or HCD.

The Operating Agency agrees to submit all data that are necessary for the County to complete an Annual Performance Report and monitor program accountability and progress in accordance with HCD requirements in the format and at the time designated by the County.

Failure of the Operating Agency to comply with the requirements of this Section 18 shall constitute a material breach of this Contract upon which the County may cancel, terminate, or suspend this Contract.

19. REPORTS AND RECORDS.

The Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation, or other reports required by the County and HCD, including, but limited to the above Section 8, OPERATING AGENCY'S ACCOUNTING RECORDS; Section 9, OPERATING AGENCY'S AUDITS AND MONITORING OF PROJECT FILES; and Section 18, REQUIRED REPORTS FOR THE OPERATING AGENCY, PROGRAM REVIEW AND EVALUATION. The Operating Agency shall maintain and permit onsite inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the County to assure proper accounting for all Contract funds during the term of this Contract and for a total of five (5) years thereafter. The Operating Agency will ensure that its employees, agents, City Council members, officers, and board members furnish such information which, in the judgment of the County representatives, may be relevant to a question of compliance with contractual conditions, with the County or HCD directives, or with the effectiveness, legality, and achievements of the PLHA Program.

20. ACCOUNTING.

The Operating Agency shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP") Standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Section 5, COMPENSATION AND METHOD OF PAYMENT; Section 8, OPERATING AGENCY'S ACCOUNTING RECORDS; and Section 32, FINANCIAL CLOSEOUT PERIOD of this Contract.

21. EXPENDITURE STANDARDS.

Expenditures made by the Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the budget set forth in the EXHIBIT A, unless prior written approval for an exception is obtained from the County.

If PLHA Program funds are not being spent in a timely manner, the County reserves the right to make the final determination, in its sole discretion, as to the amount of reduction of the Operating Agency's grant allocation**,** if any.

22. USE OF FUNDS.

All PLHA Program funds approved under this Contract shall be used solely for costs approved as described in the EXHIBIT A, Project Description and Activity Budget, of this Contract. Contract PLHA Program funds shall not be used as a cash advance between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for such funding source(s) and program activities.

23. DISALLOWED COSTS.

If the Operating Agency has failed to return unexpended or spent PLHA Program funds for disallowed costs related to any contract it has with the County, the County may withhold and offset payments to be made to the Operating Agency under this Contract.

24. AUDITS.

The Operating Agency shall make available for inspection and audit to authorized the County and/or HCD personnel and their agents, for a total of five (5) years from the expiration date of this Contract, and allow said County and/or HCD personnel and agents to inspect and audit all of its books and records relating to the operating of each project or business activity which is funded in whole, or in part, with federal or state grant monies, including the project(s) under this Contract.

Failure of the Operating Agency to comply with the requirements of this Section 24 shall constitute a material breach of this Contract upon which the County may cancel, terminate, or suspend this Contract.

25. AUDIT EXCEPTIONS.

The Operating Agency agrees that in the event that the program established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of the County's liability to the funding agency resulting from such audit exceptions.

26. NONEXPENDABLE PROPERTY.

Nonexpendable property means leased or purchased tangible personal property, included, but not limited to a vehicle, office equipment, etc. having a useful life of more than one (1) year and an acquisition cost of $5,000 or more per unit. Nonexpendable property shall also include, but not limited to real property, and any interest in real property (including any mortgage or other encumbrance of real property).

Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In the event that this Contract is terminated, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with PLHA Program funds, including funds derived therefrom. Said disposition may include taking possession of said nonexpendable property.

The Operating Agency shall maintain up-to-date inventory records, listing all non-expendable property with an acquisition cost of $5,000 or more that it has leased or purchased during the term of this Contract. The following items should be included in the list: description of property, serial or ID number, source of funds that purchased the item, owner of property, date of purchase, total cost, percentage of cost paid with PLHA Program funds, location, condition and use of property, date of disposal, sale price or method used to determine the current market value, name of the individual completing the inventory, and the date the inventory was taken or updated. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once a year, reconcile the inventory with its property records, and maintain these records for five (5) years after the termination or expiration of this Contract.

In the event there is a change of use or disposition of the property during the term of this Contract, except in the case of real property in excess of $25,000, if the market value of the property is over $5,000, the Operating Agency shall immediately pay to the County a pro-rata share of the current market value of the property or proceeds from the sale. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with PLHA Program funds.

If there is a residual inventory of unused supplies, upon termination or completion of the project or termination or expiration of this Contract, with a current aggregate market value exceeding $5,000 and if the supplies are not needed for any other state sponsored program(s) or project(s), the Operating Agency shall immediately pay the County for its pro rata share of the current aggregate market value or proceeds from the sale calculated at the percentage of the purchase price paid with PLHA Program funds. The Operating Agency shall obtain prior approval of the County and otherwise comply with all applicable laws and regulations prior to utilizing the supplies for any other state-sponsored program(s) or project(s).

27. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY.

The Operating Agency may use its own documented procurement procedures which reflect applicable State and local laws and regulations for the purchase or lease of nonexpendable property.

The Operating Agency must purchase or lease from the lowest, responsive, and responsible bidder. The Operating Agency shall properly identify and inventory all nonexpendable property purchased or leased for $5,000 or more, pursuant to this Contract. The Operating Agency shall provide said inventory to the County upon request.

28. REVENUE DISCLOSURE REQUIREMENT.

Upon request, the Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by the Operating Agency from all funding sources applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by the Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name, a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every funding source for each such project or business activity, and the full name and address of each funding source. The Operating Agency shall make available for inspection and audit to the County's representatives, upon request, at any time during the duration of this Contract, and for a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with all funding sources including the project(s) funded under this Contract, whether or not such monies are received through the County. All such books and records shall be maintained by the Operating Agency at a location in Los Angeles County.

Failure of the Operating Agency to comply with the requirements of this Section 28 of this Contract shall constitute a material breach of this Contract upon which the County may immediately cancel, terminate, or suspend this Contract.

29. JOINT FUNDING.

For projects in which there are sources of funds in addition to PLHA Program funds, the Operating Agency shall provide proof of such other funding upon request. The County shall not pay for any costs incurred by the Operating Agency, which are funded by other sources. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting, and reporting, apply to the total project regardless of funding source. Separate financial records shall be kept for each funding source and program.

30. REVERSION OF ASSETS.

Upon expiration or termination of this Contract, the Operating Agency shall immediately transfer to the County any remaining PLHA Program funds on hand at the time of expiration or termination of this Contract and any accounts receivable attributable to the use of PLHA Program funds. Any real property under the Operating Agency's ownership or possession that was acquired or improved in whole or in part with PLHA Program funds in excess of $25,000 shall be disposed of in a manner, which results in the County being reimbursed in

the amount of the current market value of the property less any portion thereof attributable to expenditures of non-PLHA Program funds for the acquisition of, or improvement to, the property.

31. FISCAL LIMITATIONS.

The State of California, may, in the future, place programmatic or fiscal limitation(s) on PLHA Program funds. Accordingly, the County reserves the right, in its sole discretion, to revise this Contract in order to take into account actions and events affecting PLHA Program funding. In the event of a PLHA Program funding reduction by the State, the County may, in its sole discretion, reduce the compensation amount of this Contract in whole or in part, or may limit the rate of the Operating Agency's use of both its uncommitted and its unspent funds.

Where the County has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of the Operating Agency, the County may suspend this Contract for up to thirty (30) days, upon three (3) days' notice to the Operating Agency pending an audit or other resolution of such questions. In no event, however, shall a revision made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with the State cash withdrawal guidelines, and that PLHA Program funds are available to the County to satisfy such expenditures or legally binding commitments.

32. FINANCIAL CLOSEOUT PERIOD.

The Operating Agency agrees to comply and complete all necessary financial closeout procedures required by the County and, within a period of not more than forty-five (45) calendar days from the expiration date of this Contract. This time period will be referred to as the financial closeout period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by the Operating Agency into other eligible activities. The County may request a final financial audit for activities performed under this Contract at the expiration of the financial closeout period.

33. AFFIRMATIVE ACTION.

The Operating Agency shall make every effort to ensure that all projects funded wholly or in part by PLHA Program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, the Operating Agency shall make every effort to employ residents of the project area(s).

34. DISCRIMINATION.

No person shall, on the grounds of race, gender, sexual orientation, creed, color, religion, national origin, age, or physical handicap, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

35. TIME OF PERFORMANCE MODIFICATIONS.

The County may grant time of performance modifications to activities funded under this Contract when such modifications:

a. Are specifically requested by the Operating Agency;

b. Will not change the project goals or scope of services;

c. Are in the best interests of the County and the Operating Agency in performing the scope of services under this Contract;

d. Do not alter the total amount of compensation under this Contract; and

e. Are in writing prior to expenditures being made.

36. HOUSING ELEMENT COMPLIANCE.

The Operating Agency must have a Housing Element that has been adopted by the local government's governing body by the application deadline and subsequently approved by HCD to be in substantial compliance with State Housing Element Law pursuant to Government Code Section 65585.

37. PET FRIENDLY HOUSING ACT OF 2017.

Housing funded through the PLHA Program is subject to the Pet Friendly Housing Act of 2017 (HSC Section 50466). The Operating Agency will be required to obtain a signed and dated certification that residents of the PLHA Program-funded Housing development will be authorized to own or otherwise maintain one or more common household pets as required by HSC Section 50466. Pursuant to this statute, "common household pet" means a domesticated animal, such as a dog or cat, commonly kept in the home for pleasure rather than for commercial purposes.

38. INDEPENDENT CONTRACTOR.

Both Parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venture partners, or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever, including workers' compensation liability. The Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or

connected with services performed on behalf of the Operating Agency pursuant to this Contract.

39. EMPLOYEES OF OPERATING AGENCY.

Workers' Compensation: The Operating Agency understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of the Operating Agency. The Operating Agency shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

Professional Conduct: The County does not and will not condone any acts, gestures, comments, or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The County will properly investigate all charges of harassment by residents, employees, or agents of the County against any and all Operating Agency's employees, agents, or subcontractors providing services for the County. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents, or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

40. ASSIGNMENT.

The Operating Agency may not assign or subcontract any portion of this Contract without the express written consent of the County. Any attempt by the Operating Agency to assign or subcontract any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract, upon which the County may immediately terminate this Contract.

41. SUBCONTRACTING.

The requirements of this Contract may not be subcontracted by the Operating Agency without compliance with the procurement standards and methods of the County. Any attempt by the Operating Agency to subcontract without adherence to regulations as required by the County may be deemed a material breach of this Contract.

If the Operating Agency desires to subcontract, the Operating Agency shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

The Operating Agency shall remain fully responsible for all performances required of it under this Contract, including those that the Operating Agency has determined to subcontract.

The Operating Agency shall address administrative, contractual, or legal remedies for all contracts in instances where subcontractors violate or breach contract terms. The Operating Agency must provide sanctions and penalties as appropriate.

The Operating Agency shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder.

The Operating Agency shall obtain and maintain on-site certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Failure by the Operating Agency to comply with the County's request may be deemed by the County as a material breach of this Contract.

42. AMENDMENTS/VARIATIONS.

This writing, with attachments, embodies the whole of the agreement of the Parties hereto. No oral agreement shall be binding upon the Parties unless expressly stated herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both Parties.

43. NOTICES.

All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

City of Malibu
23825 Stuart Ranch Rd.
Malibu, CA 90265-4861

Notices, reports, and statements to the County shall be personally delivered or sent via First Class U.S. mail to the LACDA's Executive Director, or designee, at:

Los Angeles County Development Authority
Community Development Division
700 W. Main Street
Alhambra, CA 91801

Each Party shall promptly notify the other of any change in its mailing address.

44. NEPOTISM.

The Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by the Operating Agency unless this action is approved by the Operating Agency's governing body and waived by the County. For the purpose of this Section 44, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory, or management responsibilities, including serving on the governing body of the Operating Agency.

45. RELIGIOUS AND POLITICAL ACTIVITIES.

The Operating Agency agrees that PLHA Program funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no PLHA Program funds made available under this Contract shall be used to promote religious or political activities. Further, the Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.

46. *[Intentionally omitted.]*

47. DRUG-FREE WORKPLACE.

The Operating Agency agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about –

i. The dangers of drug abuse in the workplace;

ii. The Operating Agency's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee, to be engaged in the performance of the grant, be given a copy of the statement required by Paragraph a. of this Section 47;

d. Notifying the employee in the statement required by Paragraph a. of this Section 47 that, as a condition of employment under the grant, the employee will –

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d.(ii.) of this Section 47 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(ii.) of this Section 47, with respect to any employee who is so convicted –

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a-f of this Section 47.

48. COUNTY'S QUALITY ASSURANCE PLAN.

The County will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Operating Agency's compliance with all Contract terms and performance standards. The Operating Agency's deficiencies, which the County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board of Supervisors. The

report will include improvement/corrective action measures taken by the County and the Operating Agency. If improvement does not occur consistent with the corrective measure, the County may terminate this Contract, or impose other penalties as specified in this Contract.

49. INSURANCE.

The County authorizes the LACDA Risk Management to determine the requirements of the insurance policies to be procured and maintained by the Operating Agency with respect to its activities and obligations hereunder. Without limiting the Operating Agency's indemnification requirements as set forth in Section 51, INDEMNIFICATION below, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the LACDA Risk Management covering its operations hereunder, as specifically defined in EXHIBIT B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.

50. FAILURE TO PROCURE INSURANCE.

Failure on the part of the Operating Agency to procure or maintain required insurance, pursuant to EXHIBIT B shall constitute a material breach of the Contract under which the County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies paid by the County shall be repaid by the Operating Agency to the County upon demand or the County may offset the cost of the premiums against any monies due to the Operating Agency from the County.

51. INDEMNIFICATION.

The Operating Agency shall indemnify, defend and hold harmless the LACDA, the County, and its Special Districts, elected and appointed officers, employees, agents and volunteers ("Public Agency Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the Public Agency Indemnitees.

52. TERMINATION FOR IMPROPER CONSIDERATION (GRATUITIES).

The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Operating Agency as it could pursue in the event of default by the Operating Agency.

The Operating Agency shall immediately report any attempt by the County officer or employee to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline 800-544-6861.

53. TERMINATION FOR CAUSE.

This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in a, b, c, d, or e:

a. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate this Contract in whole or in part;

b. Should the Operating Agency fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under said Contract is abandoned for more than three (3) days by the Operating Agency; then notice of deficiency thereof in writing will be served upon the Operating Agency;

c. Should the Operating Agency fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, The County shall have the power to suspend or this Contract in whole or in part;

d. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency; or

e. If, through any cause, the Operating Agency shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, contracts, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Operating Agency or under this Contract shall, at the option of the County, become its property and the

Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

54. TERMINATION FOR CONVENIENCE.

The County reserves the right to cancel this Contract for any reason at all upon thirty (30) days' prior written notice to the Operating Agency. In the event of such termination, the Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such a termination.

55. CONFLICT OF INTEREST.

The Operating Agency, its agents, employees, officers, and board members shall comply with all applicable State and County laws and regulations. The Operating Agency agrees to incorporate the language found in this Section 55 in contracts using PLHA Programs funds and subject to compliance with conflict of interest federal, state and County laws.

The general rule shall be that no person described in the *Persons Covered* section below of this Section 55 who exercises, or has exercised any function or responsibilities with respect to PLHA activities, or who is in a position to participate in a decision-making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a PLHA assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a PLHA assisted activity, or with respect to the proceeds of the PLHA assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Persons Covered – The conflict of interest provisions of this Section 55 shall apply to any person who is an employee, agent, consultant, officer, elected or appointed official, or board member of the Operating Agency, or of any designated public agencies, or of any subrecipients that are receiving PLHA Program funds.

The Operating Agency represents, warrants, and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the County or LACDA. Upon execution of this Contract and during its term, as appropriate, the Operating Agency shall disclose in writing to the County any other contract or employment during the term of this Contract by any other persons, business, or corporation in which employment will or may likely develop a conflict of interest between the County’s interest and the interests of the third parties.

56. USE OF RECYCLED-CONTENT PAPER PRODUCTS.
Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible.

57. CONSTRUCTION/REHABILITATION PROJECTS.
The Operating Agency shall submit a request to the County, to conduct a Contract and Labor Compliance File Review within ten (10) days from completion of construction/rehabilitation activities.

58. CONTRACTOR RESPONSIBILITY AND DEBARMENT.
A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this Contract. It is the policy of the County to conduct business only with responsible contractors.

a. The Operating Agency is hereby notified that if the County acquires information concerning the performance of a Contractor on any PLHA contract, which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County.

b. The County may debar a contractor, consultant, or vendor, if the Board of Commissioners finds, in its discretion, that the contractor, consultant, or vendor has done any of the following: (1) violated any term of a contract with the County, or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the its quality, fitness, or capacity to perform and abide by a contract with the County and any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, or any other public entity.

c. If there is evidence that a Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

d. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

e. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

f. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after the debarment was imposed; or (4) any other reason that is in the best interest of the County.

g. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of the debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

h. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its

proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors and subconsultants of the County contractors, consultants, vendors, and operating agencies.

59. STATE PREVAILING WAGE REQUIREMENTS.

This Contract is funded in whole or in part with public funds. The Operating Agency shall be responsible to ensure that the subcontractor complies with all labor requirements of the State of California, which are applicable to this Contract.

The subcontractor shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc., which are applicable to this Contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires Contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations ("DIR"), Division of Labor Statistics, these rates can be obtained on the website at www.dir.ca.gov or by contacting the LACDA, Labor Compliance Unit for the prevailing wage rates on file. The Operating Agency, and its subcontractor(s), shall also: (1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations ("CCR") Section 16000(a), and as set forth in Labor Code Sections 1771 and 1774; (2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites; (3) Provide workers' compensation coverage as set forth in Labor Code Section 1861; (4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee; (5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776; (6) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the DIR Director as set forth in CCR's Section 16200; (7) Comply with Section 16101 of these regulations regarding discrimination; (8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a Contractor who willfully fails to comply with provisions of Section 1777.5; (9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and (10) Comply with any other requirements imposed by the State.

60. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS.

The Operating Agency represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the County are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. The Operating Agency further agrees to defend, hold harmless, and indemnify the County from any and all liability, as described in Section 51, INDEMNIFICATION, arising from or

related to the County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.

61. ENERGY POLICY AND CONSERVATION ACT.
The Operating Agency must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, Stat. 871).

62. WARRANTY OF AUTHORITY.
The undersigned signatory for the Operating Agency covenants, warrants, and guarantees that he/she is empowered and authorized to sign this Contract on behalf of the Operating Agency in accordance with the terms and conditions stated herein.

63. EXECUTION OF COUNTERPARTS AND ELECTRONIC SIGNATURES.
This Contract may be executed in any number of counterparts, each of which shall be effective only upon delivery, and therefore shall be deemed an original, and all of which shall constitute one and the same document, for the same effect as if all Parties hereto had signed the same signature page.

The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

64. ENTIRE CONTRACT.
This Contract with EXHIBITS A and B, and any and all PLHA Bulletins, which the County may issue from time to time following the date of execution, constitute the entire understanding and agreement of the Parties.

[Signature page starts after this page.]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____

EMILIO SALAS, Executive Director
Los Angeles County Development Authority

CITY OF MALIBU

By: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____

BEHNAZ TASHAKORIAN
Principal Deputy County Counsel

APPROVED AS TO PROGRAM:

EMILIO SALAS, Executive Director
Los Angeles County Development Authority

By: _____

LINDA JENKINS, Director
Community Development Division
Los Angeles County Development

EXHIBIT B
INSURANCE REQUIREMENTS

1.0 INSURANCE

Without limiting the Operating Agency's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, the Operating Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified herein. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Operating Agency pursuant to this Contract. The LACDA does not guarantee that the Required Insurance is sufficient to protect the Operating Agency from liabilities which may arise from or related to this Contract.

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier:

City Of Malibu (the "Operating Agency")
PLH228-25 - **Year 5 Activity 6 Interim Housing Motel Voucher Program**

If circumstances or activities change during the fiscal year for any of the projects, the Operating Agency shall immediately notify the LACDA of any circumstances or activity changes that may affect the insurance requirements herein. The Operating Agency's failure to comply with and LACDA amended insurance requirements shall be deemed a material breach of this Contract.

Funding advance, reimbursement, or disbursement may be delayed until all the insurance requirements have been met.

Exceptions to the Required Insurance will be granted on a case-by-case basis at the discretion of the LACDA's Risk Management. Prior to the Operating Agency receiving funds, the LACDA will review the activities of the Operating Agency for required insurance.

The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the provisions of EXHIBIT B.

1.1 Insurance Coverage

All insurance coverage requirements listed below are to be provided upon the execution of the Contract between the Operating Agency and the LACDA, unless otherwise specified.

OPERATING AGENCY REQUIREMENTS (Non-Construction):

A	**GENERAL LIABILITY:** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as Additional Insureds Endorsement page with primary and non-contributory coverage and a waiver of subrogation naming the LACDA and the County of Los Angeles ("County") is required.	
	General Aggregate:	$2 Million
	Personal and Advertising Injury:	$1 Million
	Each Occurrence:	$1 Million

B	**SEXUAL MISCONDUCT LIABILITY:** Insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.	
	Per Claim	$2 Million
	Aggregate	$2 Million

C	**COMMERCIAL AUTOMOBILE INSURANCE:** Shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". Shall include a waiver of subrogation in favor of the LACDA.	
	Bodily injury and property damage, in combined or equivalent split limits, for each single accident	$50 Thousand

D	**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:** as required by the Labor Code of the State of California. Must include a waiver of subrogation in favor of the LACDA. In all cases, insurance shall include employer's liability coverage with limits of not less than indicated.	
	Employers' Liability coverage with limits of not less than	$1 Million

E	**PROFESSIONAL LIABILITY/ERRORS AND OMISSION INSURANCE:** Appropriate to the professional's profession in an amount not less than LACDA requirements. Said insurance shall be maintained for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.	
	Per Claim	$1 Million
	Per Aggregate	$2 Million

F	**CRIME INSURANCE:** Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated.	See **Section 1.2.3**

OPERATING AGENCY REQUIREMENTS (Construction & Environmental):

A	**GENERAL LIABILITY:** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers (collectively "LACDA and its Agents"). Additional Insured Endorsement page with primary and non-contributory coverage and a waiver of subrogation naming the LACDA and the County is required. Coverage shall include an XCU Endorsement for explosion, collapse, and underground ("XCU") hazards, property damage liability. General Aggregate: $2 Million Products/Completed Operations Aggregate $2 Million Personal and Advertising Injury: $1 Million Each Occurrence: $1 Million
B	**RESERVED**
C	**COMMERCIAL AUTOMOBILE INSURANCE:** Shall include coverage of all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”, pollution liability broadened coverage for covered autos and a waiver of subrogation. The automobile liability policy shall be endorsed to include transportation pollution liability insurance covering materials to be transported by Contractor pursuant to the Contract. This coverage may also be provided on the Contractor’s pollution liability policy. If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos as well as proof of MCS 90. Bodily injury and property damage, in combined or equivalent split limits, for each single accident $1 Million
D	**WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY:** as required by the Labor Code of the State of California. Must include a waiver of subrogation in favor of the LACDA. In all cases, insurance shall include employer’s liability coverage with limits of not less than indicated. Employers’ Liability coverage with limits of not less than $1 Million
E	**PROFESSIONAL LIABILITY INSURANCE:** Appropriate to the professional's profession in an amount not less than the LACDA requirements. Said insurance shall be maintained for a period of not less than three (3) years following this Contract’s expiration, termination or cancellation. Per Claim $1 Million Per Aggregate $2 Million
F	**RESERVED**

G	**POLLUTION LIABILITY INSURANCE AND/OR ASBESTOS POLLUTION LIABILITY AND/OR ERRORS & OMISSIONS:** applicable to the work being performed including coverage for bodily injury, personal injury, death, property damages, and environmental damage. The LACDA and the County shall be covered as additional insureds on the pollution liability insurance policy with limits not less than $2,000,000 general aggregate and $1,000,000 each occurrence. Said policy shall also include but not be limited to, coverage for any and all remediation costs, including, but not limited to, brownfield restoration and clean-up costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The LACDA and the County shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all the following requirements: a. The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the work or services that are the subject of this Contract; b. Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the work or services that are the subject of this Contract, whichever is greater; c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the Operating Agency must purchase an extended period coverage for a minimum of five (5) years after completion of work or services that are the subject of this Contract; d. A copy of the claims reporting requirements must be submitted to the LACDA for review; and e. If the work or services that are the subject of this Contract involve lead based paint or asbestos identification/remediation, then the Operating Agency's pollution liability shall not contain any lead-based paint or asbestos exclusions; f. If the services involve mold identification/remediation, the Operating Agency's pollution liability shall not contain a mold exclusion and definition of "pollution" shall include microbial matter including mold.

1.2 Additional Unique Coverage

1.2.1 Sexual Misconduct Liability

Coverage is required when services in relation to this Contract involve care or supervision of children, seniors and other vulnerable persons and insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million

aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

1.2.2 Professional Liability/Errors and Omissions

Insurance covering the Operating Agency's liability arising from or related to this Contract, with limits of not less than $2 million per claim and $2 million aggregate. Further, the Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

1.2.3 Crime Coverage

Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated.

If the aggregate budgeted amount for the current fiscal year allotted for the Operating Agency is less than Fifty Thousand dollars ($50,000), the Operating Agency shall not be required to comply with this Section 1.2.3.

If the aggregate budgeted amount for the current fiscal year allotted for the Operating Agency is equal to or greater than Fifty Thousand dollars ($50,000), then the Operating Agency shall be required to comply with this Section 1.2.3.

A. The Operating Agency shall procure and maintain, at its sole cost and expense, crime coverage or a fidelity bond covering each employee of the Operating Agency, whether or not they are compensated.

B. The fidelity bond may be either a primary commercial blanket bond or a blanket position bond written by an insurer licensed by the California Insurance Commissioner.

C. The fidelity bond shall provide minimum coverage equivalent to 50% of the cumulative project budget approved for the current fiscal year, not to exceed One Million dollars ($1,000,000). The project budget shall be outlined in EXHIBIT A.

D. The Operating Agency shall maintain the fidelity bond for the duration of this Contract. The fidelity bond may contain a provision for a deductible amount from any loss which, except for such deductible provision, would be recoverable from the insurer. A deductible provision shall not be in excess of ten percent (10%) of the required minimum bond coverage.

If the Operating Agency experiences an increase in funding during the fiscal year, the crime coverage requirement will be reassessed, and additional coverage may be required at the sole discretion of the LACDA. Any deviation from this fidelity bond section shall require specific written approval by the LACDA.

1.3 Certificate of Insurance Coverage:

1.3.1. Certificate(s) of Insurance Coverage ("Certificate") satisfactory to the LACDA, and a copy of an Additional Insured Endorsement confirming the LACDA and the County has been given Insured status under the Operating Agency's general liability and excess liability policy, shall be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.

1.3.2. Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Operating Agency's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Operating Agency and/or Sub-Contractor insurance policies at any time.

1.3.3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the certificate shall match the name of the Operating Agency identified as the contracting party in this Contract. All certificates of insurance and endorsements shall carry the following identifier:

PLH228-25 - **Year 5 Activity 6 Interim Housing Motel Voucher Program**

1.3.4. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand ($50,000.00) dollars and list any LACDA required endorsement forms.

1.3.5. Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying certificate or endorsement, or any other insurance documentation or information provided by the Operating Agency or, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

1.3.6. Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Development Authority
Attn: Community Development Division
700 W. Main Street, Alhambra, CA 91801

1.4 Notices of Injury or Damage or Destruction

The Operating Agency also shall promptly report to the LACDA any injury or property damage accident or incident, including any injury to an Operating Agency employee occurring on an LACDA property, and any loss, disappearance, destruction, misuse, or theft of the LACDA property, monies or securities entrusted to the Operating Agency. The Operating Agency also shall promptly notify the LACDA of any third-party claim or suit filed against the Operating Agency or any of its Sub-contractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against the Operating Agency and/or the LACDA.

1.5 Additional Insured Status and Scope of Coverage

The LACDA and the County shall be provided additional insured status under the Operating Agency's general liability and excess liability policy with respect to liability arising out of the Operating Agency's products, completed and ongoing operations performed on behalf of the LACDA. The LACDA and the County additional insured status shall apply with respect to liability and defense of suits arising out of the Operating Agency's acts or omissions, whether such liability is attributable to the Operating Agency or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and the County as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable provided it satisfies the Required Insurance provisions herein.

1.6 Cancellation of or Change to Maintain Insurance

The Operating Agency shall provide the LACDA with, or the Operating Agency's insurance policies shall contain a provision that the LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Contract.

1.7 Failure to Maintain Insurance

The Operating Agency's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the LACDA immediately may withhold payments due to Operating Agency, and/or suspend or terminate this Contract. The LACDA, at its sole discretion, may obtain damages from the Operating Agency resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to the Operating Agency, deduct the premium cost from sums due to the Operating Agency or pursue the Operating Agency's reimbursement.

1.8 Operating Agency's Insurance Shall Be Primary

The Operating Agency's general liability, excess liability, pollution liability and/or asbestos pollution liability and auto liability insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Operating Agency. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Operating Agency coverage.

1.9 Insurance Specifics

1.9.1. Waivers of Subrogation

To the fullest extent permitted by law, the Operating Agency hereby waives its rights and its insurer(s)' rights of recovery against the LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The

Operating Agency shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

1.9.2. Sub-Contractor Insurance Coverage Requirements

The Operating Agency shall be responsible for verifying that each Contractor/Sub-Contractor complies with the Required Insurance provisions.

1.9.3. Deductibles and Self-Insured Retentions (SIRs)

The Operating Agency's policies shall not obligate the LACDA to pay any portion of any Operating Agency deductible or SIR. The LACDA retains the right to require the Operating Agency to reduce or eliminate policy deductibles and SIRs related to the LACDA, or to provide a bond guaranteeing the Operating Agency's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

1.9.4. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

1.9.5. Application of Excess Liability Coverage

The Operating Agency may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

1.9.6. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

1.9.7. Alternative Risk Financing Programs

The LACDA reserves the right to review, and then approve, the Operating Agency use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA shall be designated as an additional covered party under any approved alternative risk financing program.

1.10 LACDA Review and Approval of Insurance Requirements

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon the LACDA's determination of changes in risk exposures.

NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL

The Malibu City Council will hold a public hearing on **MONDAY, July 13, 2026, at 5:30 p.m. on the item listed below in the Council Chambers at Malibu City Hall, located at 23825 Stuart Ranch Road, Malibu, CA, and via teleconference.**

Public comment can be submitted ahead of the public hearing to citycouncil@malibucity.org for inclusion in the public record. To view and participate during the public hearing, please review the meeting agenda posted at MalibuCity.org/AgendaCenter and follow the directions for public participation.

APPROVAL OF USE OF PERMANENT LOCAL HOUSING ALLOCATION GRANT FUNDS FOR MOTEL VOUCHER PROGRAM

IF YOU CHALLENGE THE CITY COUNCIL'S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR OTHERWISE HELD BY THE CITY, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, EITHER AT OR PRIOR TO THE PUBLIC HEARING.

If there are any questions regarding this notice, please contact Susan Dueñas, Public Safety Director, at (310) 456-2489, ext. 313. Copies of all related documents can be reviewed by any interested person at City Hall during regular business hours. Oral and written comments may be presented to the City Council on, or before, the date of the meeting.

Susan Dueñas
_____
Susan Dueñas, Public Safety Director

Publish Date: June 11, 2026

ATTACHMENT 3