

## TRANSMITTAL

To:

**THE COUNCIL**

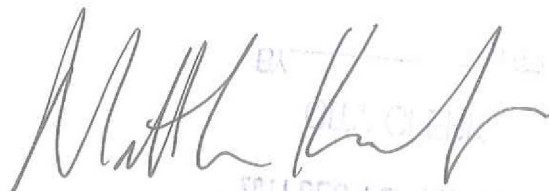
Date:

DEC 15 2011

From:

**THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



**ANTONIO R. VILLARAIGOSA**

Mayor



HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

Los Angeles Housing Department

**LAHD**

1200 West 7th Street, 9th Floor, Los Angeles, CA 90017

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lahd.lacity.org



Antonio R. Villaraigosa, Mayor  
Douglas Guthrie, General Manager

November 29, 2011

Council File:	New
Council Districts:	Citywide
<u>Contact Persons:</u>	
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The Honorable Antonio R. Villaraigosa  
Mayor, City of Los Angeles  
200 North Spring Street, Room 305  
Los Angeles, CA 90012

Attention: Pamela Finely, Legislative Coordinator  
City Hall, Room 340

**REQUEST FOR (1) APPROVAL OF FUNDING RECOMMENDATIONS AND AUTHORITY TO EXECUTE CORRESPONDING CONTRACTS PURSUANT TO THE 2011 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) REQUEST FOR PROPOSALS (RFP); (2) AUTHORIZATION TO EXECUTE VARIOUS HOPWA CONTRACTS AND AMENDMENTS; AND (3) APPROVAL OF REVISIONS TO THE BY-LAWS OF THE LOS ANGELES COUNTYWIDE HOPWA ADVISORY COMMITTEE**

The Los Angeles Housing Department (LAHD) is requesting approval of funding recommendations for 25 agencies and authorization to execute corresponding contracts for the Housing Opportunities for Persons with HIV (HOPWA) program based on the results of the 2011 HOPWA Request for Proposals (RFP) (Council File 08-1202). The contracts will be initially executed for six (6) months, from October 1, 2011 through March 30, 2012, with an option to renew for two additional one-year periods and one six-month period, not to exceed 36 months. Funding recommendations are listed in Attachment A. At the same time, we are requesting authority to execute new sole-source contracts with 4 Public Housing Authorities under the HOPWA program to provide the Tenant- and Project-Based Rental Assistance programs (T/PBRA). T/PBRA provides 12-months of HOPWA funded housing vouchers for qualified clients, with the opportunity for these clients to convert to a regular Project-Based or Section 8 Housing Choice Voucher at the end of the 12-months.

LAHD is also requesting authorization to:

- Execute a fourth contract amendment with Shelter Partnership, the HOPWA technical assistance contractor for six months, from October 1, 2012 to March 31, 2012, for a total term of twenty-two (22) months.
- Execute a first contract amendment with the Housing Authority of the City of Los Angeles (HACLA) for the HOPWA Connections contract for 12 months, from November 1, 2011 to October 31, 2012, for a total term of 48 months. The Connections program is a separately funded grant from the U.S. Department of Housing and Urban Development (HUD) initially awarded to LAHD in 2004 and renewed in 2008 to provide homeless persons living with HIV/AIDS with tenant-based rental vouchers. LAHD contracted with HACLA to carry out the program, including soliciting eligible clients, conducting eligibility assessments, negotiating rental agreements with landlords, conducting habitability inspections, and administering payments to landlords.

Finally, LAHD is submitting for review and approval, revised By-Laws for the Los Angeles Countywide HOPWA Advisory Committee (LACHAC), pursuant to Article X of the By-Laws. LACHAC meets bi-monthly to advise the HOPWA program on policy and programs.

## RECOMMENDATIONS

The General Manager, LAHD, respectfully recommends that:

1. Your office schedule this transmittal at the next available meeting(s) of the appropriate City Council committee(s) and forward it to City Council for review and approval immediately thereafter;
2. That the City Council:
  - A. **APPROVE** the results and funding recommendations of the 2011 HOPWA RFP released on July 11, 2011 (Attachment A);
  - B. **AUTHORIZE** the General Manager, LAHD, or designee, to negotiate and execute contracts with the 25 agencies listed in Attachment A for the 6-month period of October 1, 2011 through March 31, 2012, with an option to renew for two 1-year and one 6-month terms, not to exceed 36 months, in the funding amounts listed in Attachment A, subject to approval by the City Attorney and subject to satisfactory contractor performance, available funding, and ongoing need (Attachment B, sample contract);
  - C. **AUTHORIZE** the General Manager, LAHD, or designee, to negotiate and execute contracts with the 4 Public Housing Authorities listed in Attachment C to provide Tenant- and Project-Based Rental Assistance under the HOPWA program for the 6-month period of October 1, 2011 through March 31, 2012, with an option to renew for two 1-year and one 6-month terms, not to exceed 36 months, for the funding amounts listed in Attachment C, subject to approval by the City Attorney and subject to satisfactory contractor performance, available funding, and ongoing need;

- D. **AUTHORIZE** the General Manager, LAHD, or designee, to amend Contract No. 116287 with Shelter Partnership for 6 months, from October 1, 2011 through March 31, 2012 for a total term of 22 months, subject to approval by the City Attorney (Attachment D);
- E. **AUTHORIZE** the General Manager, LAHD, or designee, to extend Contract No. 115925 with the Housing Authority of the City of Los Angeles for 12 months, from November 1, 2011 to October 31, 2012, for a total term of 48 months, to continue to provide rental payments already encumbered under the Connections Tenant-Based Rental program, subject to approval by the City Attorney (Attachment E);
- F. **APPROVE** the revisions to the Los Angeles Countywide HOPWA Advisory Committee (LACHAC) By-Laws, which were approved by LACHAC on November 7, 2011 (Attachment F); and
- G. **AUTHORIZE** the City Controller to expend funds for the contracts between the City of Los Angeles and the agencies listed in Attachment A and C from Fund 569 not to exceed the amounts listed in Attachment A upon proper demand of the General Manager, LAHD, or designee.

- i. Transfer appropriations within HOPWA Fund No. 569, Dept. 43, in the amount of \$40,000 as follows:

From:	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
	43H326	HOPWA Subsidy Assistance	\$40,000

To:	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
	43H406	HOPWA Supportive Services	\$20,000
	43H315	HOPWA Project Sponsor Admin.	\$20,000

- ii. Based on the 37<sup>th</sup> Consolidated Plan, the total HOPWA entitlement amount was \$12,627,562; however only \$12,515,827 has been appropriated. Appropriate the difference of \$111,735 to Account 43H406, HOPWA Supportive Services.

- H. **AUTHORIZE** the General Manager, LAHD, or designee to prepare Controller instructions and enabling language, and to make any necessary technical adjustments and corrections consistent with the Mayor and the City Council action on this matter, subject to the approval of the City Administrative Officer (CAO), and authorize the Controller to implement these instructions.

3. That the Mayor concur with the action of the City Council.

## BACKGROUND

The City of Los Angeles Housing Department (LAHD) has been the recipient of the federal Housing Opportunities for Persons with HIV/AIDS (HOPWA) grant under the Consolidated Plan since the 1990s. LAHD is the sole recipient of HOPWA funds in the County, and services must be provided Countywide. The HOPWA program is designed to provide housing and supportive services to low-income persons living with HIV/AIDS and their families. Housing stability enables people living with HIV/AIDS to obtain and adhere to life-saving medical care. Furthermore, it is a more significant predictor of health outcomes than individual characteristics such as demographics, drug and alcohol use, and receipt of social services<sup>1</sup>.

The City's HOPWA service delivery model is based on a study titled *The Strategic Plan for Providing HIV/AIDS Housing with Supportive Service in Los Angeles County*, completed in 2003 by Shelter Partnership under contract to the City. Historically, the HOPWA program has been contracted to a large number of providers due to the need to have services available throughout the County in all Service Planning Areas (SPAs) (Attachment G, SPA map).

Under the 2007 HOPWA RFP process, LAHD executed contracts with 32 agencies for the services listed below, as authorized by the Mayor and City Council (Council File No. 06-3103). The contracts have been amended 4 times through September 30, 2011. Additionally, LAHD has sole-source HOPWA contracts with 4 local Public Housing Authorities (PHAs) to provide HOPWA Tenant-and Project-based Rental Assistance vouchers that convert to permanent Section 8 Housing Choice Vouchers after 12 months. These PHA contracts were initially executed in 1999 and have been amended up to 16 times, depending on the PHA, through September 30, 2011.

- Emergency, Transitional, and Permanent Housing;
- Emergency Hotel/Motel and Meal Vouchers;
- Supportive Services, such as housing case management, substance abuse counseling, mental health counseling, food services, legal services, service animal support, and others;
- A web-based clearinghouse that is specially designed for persons living with HIV/AIDS to locate housing and supportive services;
- Housing Grants that provide permanent housing placement grants (move-in and 1<sup>st</sup> month's rent) and short term rent, mortgage, and utility assistance during times of acute illness or loss of income;
- Technical Assistance (awarded through a separate Request for Qualifications Process); and
- Fiscal Monitoring Services to conduct annual fiscal audits of all HOPWA contractors.

For Program Year (PY) 2011-2012 (April 1, 2011 – March 31, 2012) the City of Los Angeles was awarded \$12,627,562 in HOPWA funds through the Consolidated Plan. Six-month 4<sup>th</sup> contract amendments were executed with all HOPWA service providers for April 1, 2011 - September 31, 2011 in the amount of \$6,411,132, while the new HOPWA RFP process was completed. This left \$6,216,430 for the second six months of the program year (October 1, 2011

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<sup>1</sup> HIV/Housing Improving Health Outcomes, published by the National AIDS Housing Coalition (Kidder, D., Wolitski, R., Campsmith, M., Nakamura, G. (2007). *American Journal of Public Health*, 7(12):2238-2245.

– March 31, 2012). Of this remaining amount, \$4,065,882 was allocated for services solicited through the RFP and \$2,150,548 was allocated for the sole-source public housing authority contracts. These amounts were later revised to \$4,739,359 and \$969,200 because the PHAs did not need as much funding as initially estimated.

Ten percent of the total HOPWA grants is allocated to administration: 7% to the contractors and 3% to LAHD to oversee the HOPWA program.

**HOPWA Affordable Housing Development:** In addition to the services listed above, in PY 2010-2011, \$1,863,228 of HOPWA funds was allocated to the City's Affordable Housing Trust Fund (AHTF). Under the AHTF Notice of Funding Availability (NOFA), developers can apply for the HOPWA funds along with other AHTF funds. When the project is complete, a specific number of affordable units must be set-aside for low-income tenants living with HIV/AIDS. Since 2007, \$6.5 million of HOPWA funds have been leveraged with the ATHF and other funds to create 25 new HOPWA units.

**Background on the HOPWA Connections Program:** The HOPWA Connections program was a separate federal grant of \$1,200,000 awarded to the City in 2004 by the U.S. Department of Housing and Urban Development (HUD). The grant was renewed in 2008 for an additional \$1,430,000 and it expires on October 31, 2012. The purpose of the grant was to provide 18-months of rental subsidies to low-income persons diagnosed with HIV/AIDS who were homeless or at-risk of homelessness. The program was subcontracted to HACLA as the lead agency because after 18-months of Connections rental assistance, clients could apply for a regular Section 8 Housing Choice Voucher. HACLA received all funding except for 3%, which LAHD retained for administrative oversight and reporting. The Connections clients were also provided psycho-social assessments and treatment through the County Office of AIDS Policy & Procedures, which received a separately funded HUD Connections grant.

Through the Connections program 183 low-income persons diagnosed with HIV/AIDS who were previously homeless or at-risk of homelessness have been provided with permanent housing.

<u>HACLA Connections Contracts:</u>	<u>Term</u>
<u>Amount</u> Initial Contract C-109522 \$1,164,000	January 1, 2005 – October 31, 2008  (Includes 3 amendments for time only)
Renewal Contract C-115925 \$1,391,000	November 1, 2008 – October 31, 2012

**Background on the Los Angeles Countywide HOPWA Advisory Committee:** The Los Angeles Countywide HOPWA Advisory Committee (LACHAC) has been in existence since the 1990s, and is a policy body for the HOPWA program. It consists of 20 committee members, including staff from: Los Angeles City Mayor's Office, Los Angeles County, West Hollywood, Pasadena, Long Beach, the Housing Authority of the City of Los Angeles, the Los Angeles Homeless Services Authority, several non-profit organizations that provide housing and

supportive services to persons living with HIV/AIDS, an affordable housing developer, and at-large members who are diagnosed with HIV/AIDS. LAHD's HOPWA unit staffs LACHAC. The full LACHAC meets bi-monthly to discuss HOPWA policy and programs and make recommendations for changes and improvements. LACHAC subcommittees meet more frequently. The LACHAC is governed by By-Laws, which it periodically updates and revises. LACHAC meetings are open to the public and are posted according to the Brown Act. About 40-50 people attend the bi-monthly meetings.

**2011 HOPWA Request for Proposals (RFP) and Funding Recommendations**

On July 11, 2011, LAHD released the HOPWA RFP to solicit services for the 6 categories and funding amounts listed below for October 1, 2011 to March 31, 2012, the 6 months remaining in Program Year 2011-2012, with an option to renew the contracts for up to two and one-half years, for a total not to exceed three years (Council File 08-1202) (Attachment H, description of funding categories). LAHD received a waiver from the MBE/WBE (Attachment I). Proposers could apply for funding in more than one category. LAHD awards one contract each in categories 1, 2, 3, and 6, and several contracts in categories 4 and 5.

1. \$128,400 for Housing Information Services Clearinghouse
2. \$450,000 Emergency Housing and Meal Vouchers
3. \$980,000 for Grant Programs which includes the Short Term Rent, Mortgage, and Utility Assistance (STRMU) and Permanent Housing Placement programs
4. \$1,060,300 for Housing Programs including Emergency Shelter and Transitional Housing and Permanent Housing/ Scattered Site Master Leasing
5. \$1,469,182 for Supportive Services which includes Housing Specialist services, Mental Health and Substance Abuse services, food services, legal services, service animal support, Tuberculosis and Hepatitis C education
6. \$38,000 for Fiscal Monitoring Services to provide fiscal reviews of HOPWA contractors

The total available under the RFP was \$4,065,882. This amount was later increased by \$670,447, to \$4,736,359, it was determined that the public housing authorities would not need as much funding as initially allocated for the second half of the program year.

**RFP Schedule**

Release Date	July 11, 2011	The RFP was available to download from the Los Angeles Business Assistance Virtual Network (BAVN) and LAHD website; available for pick up from LAHD; and available to be mailed upon request.
Bidders' Conference	July 18, 2011 at LAHD	The bidders' conference was attended by ~70 people representing 32 agencies (Attachment J, sign-in sheet)
Technical Questions	July 11, 2011 – August 2, 2012	Proposers could submit technical questions to LAHD by email or fax with answers posted on the LAHD website and the

Proposals Due	August 5, 2011, at 3:00 p.m.	32 proposals were submitted requesting \$7,263,112 in funding. One additional proposal was submitted late and returned to the agency unread.
Score Notification	September 30, 2011	25 proposals were recommended for funding; 7 were not recommended
Appeals Hearing	October 17, 2011	3 agencies submitted appeals; the appeals panel overturned 1 decision and upheld the other 2 (see below for more information)

The RFP was advertised as follows:

- Posted on the following websites: Los Angeles Business Assistance Virtual Network, Los Angeles Housing Department, and Los Angeles Homeless Services Authority;
- Notices mailed to 268 HIV and housing services agencies (Attachment K);
- Reminder emails sent to various agencies and organizations including executive directors of agencies receiving HOPWA funds, Los Angeles Homeless Services Authority, Los Angeles County Office of AIDS Policy and Programs; Mayor’s AIDS Coordinator, and so forth; and
- Announced at the Los Angeles Countywide HOPWA Advisory Committee meeting on July 6, 2011.

LAHD received and scored 32 proposals. One additional proposal was submitted after the deadline and returned to the agency unread. The agency filed an appeal to the General Manager, which was denied based on the RFP Section II. L, Proposal Submission that states proposals received after the deadline will be returned unopened (Attachment L).

Proposals underwent a threshold review by LAHD staff to determine if they met the basic requirements listed in the RFP. All proposals met threshold requirements and each was evaluated by a team of two people. Evaluators were required to sign a “Conflict of Interest” form stating that they had no personal or organizational, familial, real or apparent conflict in the review and scoring of these documents. Fourteen (14) teams were assigned to review the proposals. The scores of each team were averaged to determine the final score. A proposal had to receive a minimum of 70 points to be considered for funding.

Proposals for Direct Client Services were evaluated in the following categories:

<u>Evaluation Category</u>	<u>Maximum Points</u>
1. Organizational Capacity and Demonstrated Effectiveness	30
2. Program Plan and Implementation	30
3. Budget	20
4. Community Need, Target Population, Community Links	10
5. Financial Systems, Performance with Other Funding Sources, and Resource Development	10
Total Points Available	<u>100</u>



Proposals for Fiscal Monitoring Services were evaluated in the following categories:

<u>Evaluation Category</u>	<u>Maximum Points</u>
1. Relevant Background, Experience and Qualifications to Conduct Fiscal Monitoring Activities	20
2. Demonstrated Understanding of the Work Being Requested	15
3. Quality of Detailed Workplan and Cost Breakdown	10
4. Qualifications and Experience of Staff Assigned to Project	15
5. Cost	20
6. Recent Relevant Experience	10
7. Client References	<u>10</u>
Total Points Available	<u>100</u>

LAHD's Accounting Division reviewed and scored the one proposal received in this category.

Attachment A contains the list of proposers, their scores, and funding recommendations. In addition to the funding available through the RFP, if a recommended agency had a 6-month contract that ended September 30, 2011, they are being allowed to roll over any savings into their new contract. Also, after the Consolidated Plan was finalized in August 2011, HOPWA identified savings from PY 2010-2011, some funds of which have been added to the funding recommendations for certain contractors. The rollover and PY 10-11 funds are also listed in Attachment A.

Funding recommendations were based on a combination of several factors: score, amount of funding available in the category and number of agencies proposing services; types of services to be provided; location of services, which is important since the HOPWA program covers the entire County and services must be available in all Service Planning Areas (SPAs) to the extent possible; and, if the proposer was a current HOPWA contractor, the amount of funding awarded to them during the last three (3) years.

On September 30, 2011, LAHD notified applicants of funding recommendations. Twenty-five (25) agencies were recommended for funding and 7 were not for reasons stated on Attachment A. Three (3) agencies not recommended for funding submitted appeals (Attachment M). LAHD convened an appeals panel on October 17, 2011, consisting of three persons with expertise in providing services to persons living with HIV/AIDS and/or administering contracts and who had not initially scored the proposals. Panelists were required to sign the "Conflict of Interest" form described above. Two of the panelists were from outside LAHD and one was an LAHD staff person from the Budget and Contracts Section. The panel upheld the recommendation not to fund two appellants and overturned the recommendation not to fund the third appellant, Special Services for Groups (SSG). Subsequently, LAHD offered SSG a contract.

LAHD is requesting approval of the funding recommendations listed on Attachment A and authorization to negotiate and execute corresponding six-month contracts with these same agencies for October 1, 2011 to March 31, 2012, the 6- months remaining in Program Year 2011-2012, with the option to renew for two 1-year terms and one 6-month term, not to exceed

36 months, subject to City Attorney review, contractor performance, funding availability, and ongoing need. All organizations recommended for funding are not-for-profit except the company recommended to perform fiscal monitoring of the contractors.

A draft boiler plate contract is attached and a description of each program category (see Attachments B and H).

**Request for Authorization of New HOPWA Contracts with Four Public Housing Authorities**

LAHD is also requesting authority to execute new sole-source contracts with the following four Public Housing Authorities (PHAs) to carry out the HOPWA Tenant- and Project-Based Rental Assistance (T/PBRA) programs: Housing Authority of the City of Los Angeles, Housing Authority of the County of Los Angeles, Long Beach Housing Authority, and Pasadena Community Development Commission (see Attachment C for funding amounts.). Initial contracts will be for 6 months, from October 1, 2011 through March 31, 2012, with the option to renew for two one-year terms and one six-month term, not to exceed 36 months, subject to City Attorney review, contractor performance, funding availability, and ongoing need.

As described previously, this program provides HOPWA funding for 12 months of tenant- or project-based rental assistance, similar to the Section 8 Housing Voucher and Project-Based Voucher Programs. Clients are screened for eligibility by the PHAs using HOPWA criteria of low-income and diagnosis with HIV/AIDS and additional criteria similar to the PHA Voucher programs. If eligible, the tenant pays 30% of their income towards rent, with the HOPWA program funding the remainder. After 12 months, the tenant can apply to the regular Housing Voucher or Project-Based Voucher program which will be funded by the PHA.

**Request for Authorization to Extend the Contract with the HOPWA Technical Service Provider**

The LAHD is requesting authority to execute a fourth amendment to Contract No. 116287 with Shelter Partnership, the HOPWA Technical Assistance provider, for additional six-months, from October 1, 2011 through March 31, 2011, for a total contract term of 22 months. No additional funds are being requested. Shelter Partnership was selected as the technical assistance provider for the HOPWA program under LAHD's 2009 Housing Studies and Services Request for Qualifications (RFQ) in the Housing for Persons with AIDS (HOPWA) Technical Assistance category (Council File 08-2742). Shelter Partnership provides assistance with the HOPWA RFP process, analysis of various HOPWA regulations and programs, training, and is currently conducting a needs assessment to ensure that HOPWA programs maximize limited resources, meet the needs of the target population, complement other systems of care in the County, follow best practices, and align with local priorities and planning processes.

**Request for Authorization to Extend the Connections Contract with the Housing Authority of the City of Los Angeles (HACLA)**

LAHD is requesting authority to execute a time-only, first amendment to Contract No. 115925 with HACLA for the HOPWA Connections program for the 12-month term of November 1,

2011 to October 31, 2012 for a total term of 48 months. The Connection program terminates on October 31, 2012. The time extension will ensure that HACLA can continue to provide property owners of the remaining 80 Connections clients with rental assistance payments already encumbered under the program, until the clients are transitioned to the regular Section 8 Housing Voucher program (Attachment N, client list). Clients not eligible for the Section 8 program may use other HOPWA services to help find emergency, transitional, or permanent housing.

**Request for Approval of Revisions to the Los Angeles Countywide HOPWA Advisory Committee (LACHAC) By-Laws**

LAHD is requesting approval of the revisions to the LACHAC By-Laws, which were approved by LACHAC at the Membership Committee meeting on November 7, 2011 (see Attachment F). The revisions to the by-laws increases the length of committee membership from one year to three years; reduces the number of at-large members from five to two; updates language to account for digital recordings; adds homeless persons with HIV/AIDS to those for whom it will advocate; and other such changes. Pursuant to the Article X of the By-Laws, any changes are subject to the approval of the Mayor and City Council of the Los Angeles Housing Department.

### Fiscal Impact

All funding requested through this report will be provided by the federal HOPWA grant. There is no impact to the General Fund.

Prepared By:

  
\_\_\_\_\_  
CECILIA ROSALES  
HOPWA Sr. Project Coordinator

Reviewed By:

  
\_\_\_\_\_  
SUZETTE FLYNN  
Director, Housing Services

Reviewed By:

  
\_\_\_\_\_  
HELMI HISSERICH  
Assistant General Manager

Reviewed By:

  
\_\_\_\_\_  
RUSHMORE CERVANTES  
Executive Officer

Approved By:

  
\_\_\_\_\_  
DOUGLAS GUTHRIE  
General Manager

### Attachments:

- Attachment A Funding Recommendations, Contract Amounts
- Attachment B Draft Contract Template
- Attachment C Sole-Source Public Housing Authorities and Contract Amounts
- Attachment D Draft Contract Amendment with Shelter Partnership
- Attachment E Draft Contract Amendment with the Housing Authority of the City of Los Angeles for the Connections program
- Attachment F Revised By-Laws for the Los Angeles Countywide HOPWA Advisory Committee
- Attachment G Service Planning Area Map
- Attachment H Description of HOPWA Funding Categories
- Attachment I MBE/WBE Waiver
- Attachment J Bidders' Conference Sign-in Sheet
- Attachment K RFP Mailing List
- Attachment L RFP Section II. L, Proposal Submission re Late Proposals
- Attachment M List of Appellants and Appeal Results
- Attachment N Connections Client List & Transition Dates

**ATTACHMENT A**

**2011 HOPWA RFP Funding Recommendations for October 1, 2011 Through March 31, 2012**

RFP Funding Category/Applicants Recommended for Funding	Average Score	RFP 6-month funding recommendations Oct 1, 2011 - March 31, 2012	Roller from 6-month contracts, April 1, 2011- Sept 30, 2011	Unexpended Funds from PY 10-11	Total funding recommendation	Service Planning Areas Served	Services
<b>1. Housing Information Clearing House</b>							
Pets are Wonderful Support (PAWS)	93.25	\$128,400	\$2,367	\$0	\$130,767	all	HOPWA Website with housing listings and supportive services; helps clients and other HOPWA agencies locate housing & services in real time
<b>2. Emergency Housing &amp; Meal Vouchers</b>							
New Image Emergency Shelter for the Homeless	94.25	\$420,000	\$75,000	\$0	\$495,000	all	Central Coordinating Agency for Emergency Hotel and Meal Vouchers
<b>3. Housing Grant Programs: Permanent Housing Placement (PHP) &amp; Short Term Rent, Mortgage, and Utilities (STRMU) Programs</b>							
*Alliance for Housing & Healing	92.25	\$980,000	\$160,175	\$0	\$1,140,175	2-8	Central Coordinating Agency for PHP & STRMU
<b>4. Emergency, Transitional &amp; Permanent Housing</b>							
<b>4-1. Emergency &amp; Transitional Housing</b>							
Substance Abuse Foundation Long Beach	95.5	\$85,000	\$3,730	\$0	\$88,730	8	Transitional Housing
Project New Hope	93	\$94,000	\$12,930	\$0	\$106,930	2,4,8	Transitional Housing
Alliance for Housing & Healing	92	\$99,000	\$5,186	\$0	\$104,186	8,2,4	Transitional Housing
Tarzana Treatment Center	92	\$180,000	\$3,437	\$0	\$183,437	1,2	Transitional Housing
SRO Housing Corp	92	\$110,000	\$13,931	\$0	\$123,931	4	Emergency Shelter and Transitional Housing
Southern California Alcohol & Drug Program	78	\$82,000	\$0	\$0	\$82,000	7	Transitional Housing
LAMP Inc	90.5	\$100,000	\$13,461	\$0	\$113,461	4	Emergency Shelter and Transitional Housing
JWCH Institute	80.75	\$67,000	\$21,362	\$0	\$88,362	4	Emergency Shelter and Transitional Housing
FRIENDS	77	\$72,000	\$622	\$0	\$72,622	2,4,6	Emergency Shelter and Transitional Housing
Behavioral Health Services	89	\$40,000	\$9,064	\$0	\$49,064	8	Transitional Housing
<b>4-2. Scattered Site Master Leasing</b>							
Alliance for Housing & Healing	92	\$180,000	\$6,544	\$0	\$186,544	2-8	Permanent Housing
Project New Hope	93	\$180,000	\$6,109	\$0	\$186,109	2,4,8	Permanent Housing
<b>Total Emergency, Transitional, &amp; Permanent Housing</b>		<b>\$1,289,000</b>	<b>\$96,376</b>	<b>\$0</b>	<b>\$1,385,376</b>		
*Alliance for Housing & Healing DBA Aid for AIDS & The Serra Project							

RFP Funding Category/Applicants Recommended for Funding	Average Score	RFP 6-month funding recommendations Oct 1, 2011 - March 31, 2012	Rollover from 6-month contracts, April 1, 2011- Sept 30, 2011	Unexpended Funds from PY 10-11	Total funding recommendation	Service Planning Areas Served	Services
<b>5. Supportive Services</b>							
<b>5.1 Supportive Services in Permanent Housing</b>							
Alliance for Housing & Healing	92.25	\$83,000	\$16,033	\$0	\$99,033	2-8	Housing Specialist
Substance Abuse Foundation Long Beach	95.5	\$74,000	\$0	\$0	\$74,000	8	Housing Specialist
Tarzana Treatment Center	95	\$95,000	\$786	\$0	\$95,786	1,2	Housing Specialist, Mental Health Counselor
Project New Hope	93	\$110,000	\$41,187	\$0	\$151,187	2,4,8	Service Coordinator, Mental Health
SRO Housing Corp	90.5	\$109,000	\$8,230	\$0	\$117,230	4	Housing Specialist
LAMP Inc	89	\$65,000	\$9,216	\$0	\$74,216	4	Housing Specialist
Southern California Alcohol & Drug Program	82.5	\$25,209	\$0	\$0	\$25,209	7	Housing Specialist
Hollywood Community Housing Corp	84.5	\$125,000	\$12,055	\$0	\$137,055	4	Resident Coordinator
West Hollywood Community Housing	82	\$50,000	\$2,185	\$0	\$52,185	4	Resident Coordinator
FRIENDS	76.75	\$40,000	\$2,759	\$0	\$42,759	2,4,6	Housing Specialist
<b>5.2 Other Supportive Services</b>							
Pets are Wonderful Support	95.5	\$50,000	\$0	\$5,000	\$55,000	all	Service Animal Support
Project Angel	96.5	\$50,000	\$0	\$0	\$50,000	all	Food Services
Alliance for Housing & Healing	92	\$230,000	\$26,024	\$0	\$256,024	2-8	Food Bank, Housing Specialist, Benefits
Inner City Law Center	94.25	\$55,000	\$0	\$10,000	\$65,000	all	Legal Services
New Image Emergency Shelter for the Homeless	94.25	\$95,000	\$46,105	\$0	\$141,105	all	Housing Specialist, Benefit Specialist
Homeless Health Care Los Angeles	93.25	\$30,000	\$0	\$0	\$30,000	all	Tuberculosis & Hepatitis B & C Risk Mitigation
The Catalyst Foundation	92.75	\$75,000	\$2,841	\$0	\$77,841	1	Food Services, Housing Specialist, Benefit Specialist
AIDS Service Center	92	\$104,750	\$17,478	\$0	\$122,228	1,3,4,6,7,8	Housing Specialist
Long Beach Housing Authority	91.25	\$100,000	\$2,171	\$0	\$102,171	8	Housing Specialist
AIDS Project Los Angeles	80	\$190,000	\$14,596	\$20,000	\$224,596	2-7	Food Services, Housing Specialist, Mental Health Counseling
Blenestar	83.5	\$95,000	\$4,851	\$0	\$99,851	2-8	Housing Specialist
Foothill AIDS Project	74.5	\$31,000	\$11,007	\$0	\$42,007	3	Housing Specialist
Special Service for Groups	85	\$40,000	\$0	\$0	\$40,000	5,6	Housing Specialist
<b>Total for Supportive Services</b>		<b>\$1,921,959</b>	<b>\$217,525</b>	<b>\$35,000</b>	<b>\$2,174,484</b>		
<b>Fiscal Monitoring</b>							Conduct fiscal monitoring of HOPWA-funded agencies
KNL Support Services	87	\$30,000	\$0	\$0	\$30,000		
<b>Total Funding Recommendations October 1, 2011 - March 31, 2012</b>		<b>\$4,739,359</b>	<b>\$551,443</b>	<b>\$35,000</b>	<b>\$5,325,802</b>		
<b>NOT RECOMMENDED for Funding</b>							<b>Services Proposed/Reason agency was not recommended for funding</b>
Common Ground	61						Housing Specialist / Didn't get minimum score of 70
Covenant House	92.75						Housing Specialist / Serving too few clients - 7 in 6 months
HIV/AIDS Legal Services Alliance	88.5						Legal services / Wasn't highest scorer for legal services; only one contractor needed
Minority AIDS Project	not scored						Housing Specialist / Did not pass threshold due to default on property taxes
Southern California Housing Rights Center	69.75						Legal Services / Didn't get minimum score of 70
Weingart Center	72.5						Housing Specialist / Cost per client too high & low score
Alta Med	71						Housing Specialist / Low Score

**ATTACHMENT B**

DRAFT

CITY OF LOS ANGELES  
SERVICE AGREEMENT  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM

City of Los Angeles Council File Number: \_\_\_\_\_

Agreement No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Project Title: \_\_\_\_\_

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## EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Management Representation Statement
- Exhibit E Notice of Prohibition Against Retaliation
- Exhibit F Timeline/Performance Measures
- Exhibit G Budget Summary/Expenditure Plan
- Exhibit H Sample Intake Form

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and xxxxxxx, a California nonprofit corporation, hereinafter called the Contractor.

W I T N E S S E T H

Whereas, the Los Angeles Housing Department, hereinafter called the LAHD, has been designated by the City to provide for the proper planning, coordination, direction and management of the city's various community development activities; and

WHEREAS, the City cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are it's responsibility; and

WHEREAS, the project which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the LAHD budget by the U.S. Department of Housing and Urban Development ("HUD"), Housing Opportunities For Persons With Aids, Title 24 Part 574, which has been approved by the Los Angeles City Council and the Mayor; and

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

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

WHEREAS, the City an the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number XX-XXXX dated XX 2009 with Mayoral concurrence August 25, 2009) which authorizes the General Manager of the Los Angeles Housing Department to prepare and execute the Agreement.

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

## 1. INTRODUCTION

### §101 Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, Los Angeles, California 90012.
- B. The Contractor, known as Contractor, having its principal office at <Address\_1>, <Address\_2>.

**§102 Representatives of the Parties and Service of Notices**

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City shall be, unless otherwise stated in the Agreement:

Douglas Guthrie  
General Manager  
Los Angeles Housing Department  
1200 West 7th Street, Ninth Floor  
Los Angeles, CA 90017

With copies to:

Suzette Flynn  
Director of Housing Services  
Los Angeles Housing Department  
1200 West 7<sup>th</sup> Street, Ninth Floor  
Los Angeles, CA 90017

2. The representative of the Contractor shall be:

Name

Address, phone, email

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing. Alternatively, notices may be served by facsimile transmission (so long as all parties agree in writing as to each parties' facsimile number to receive said notices, demands and communications) sent to the party intended to receive the notice, and shall be deemed served upon telephonic or return facsimile acknowledgement by the party receiving the notice that a complete and legible copy of the notice has been received.

C. If the name of the person or position designated to receive the notices, demands or communications or the address of such person or position is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

**§103 Independent Contractor**

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

**§104 Conditions Precedent to Execution of This Agreement**

- A. Prior to the execution of this Agreement, the Contractor shall provide copies of the following documents to the City:
1. Proof of insurance as required by the City in accordance with § 413 of this Agreement and attached hereto as Exhibit A and made a part hereof.
  2. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12459 and 12689 in accordance with §415B.1.m of this Agreement and attached hereto as Exhibit B and made a part hereof.
  3. Certifications and Disclosures Regarding Lobbying in accordance with §415B.1.d of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
  4. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit D and made a part of hereof.
  5. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §418. A Notice of Prohibition Against Retaliation attached hereto as Exhibit E and made a part hereof. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it related to the Living Wage Ordinance. Contractor shall post, at the project site, said notice, which shall incorporate the language set forth in Exhibit E in its entirety
  6. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with §420 of this Agreement and the Slavery Disclosure Ordinance in accordance with §422.
  7. Conflict of Interest Policy consistent with U.S. Department of Housing and Urban Development Requirements.
  8. Contractor's Articles of Incorporation and all amendments thereto, as filed with the Secretary of State.
  9. Contractor's By-Laws, and all amendments, thereto, as adopted by the Contractor and properly attested.
  10. Resolutions of Executorial Authority or other corporate action of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents. Contractor shall also submit a copy of a signature specimen(s) on a form provided by City.
  11. Affidavit regarding MBE/WBE, if applicable.
  12. A current and valid license to do business in the City of Los Angeles.
  13. An Internal Revenue Service Taxpayer Identification Number.
- B. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §414 Conflict of Interest of the Agreement.

**§105 Contractor's Duty to Notify City of Changes**

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are: an amendment to its Articles of Incorporation or By-Laws; move to dissolve or transfer any assets derived from funds provided under §301 of this Agreement; negotiations leading to the sale, merger, or acquisition of the Contractor; debarment or contract termination by any other public entity; and/or any final audit findings regarding the Contractor's administration of any contract with public funds.
- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement, including:
  - 1. Any amendments of documents;
  - 2. Actions that would change Contractor's legal status;
  - 3. Any action that may materially change the performance of this Agreement (i.e. bankruptcy); or
  - 4. A change in Contractor's corporate name.

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

### **§201 Time of Performance**

- A. The term of this Agreement shall commence on ### and end ###. Subsequent to the initial period, this Agreement may be renewed for two, one-year periods based upon satisfactory performance, in the sole discretion of City. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §413 herein.

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

- A. General Statement of Services to be Provided by the Contractor
  - 1. Purpose – The Statement of Work is a general description of the services made available by the Contractor together with the collaborating agencies. Should the Contractor determine a need to significantly alter the services described, approval must be requested in writing. Such approval must be received from the City in writing prior to any change being implemented and may require a contract amendment. Contractor's program operation shall be in accordance with contract policies established by the Los Angeles Housing Department, City of Los Angeles, the Federal government and the State of California. Contractor shall comply with all City Directive, Information Bulletins, information notices and/or other written communications, regarding HOPWA program operations, pursuant for the provision of the allowable services/activities to participants.
  - 2. The Contractor shall operate a HOPWA Supportive Service programs in accordance with the contract policies established by the Los Angeles Housing Department (LAHD), and as further set forth by the Federal government and the State of California, and as approved by the Los Angeles City Council, and the Mayor. The Contractor shall also comply with all administrative information bulletins and directives which are issued by the City, and all amendments thereto.

3. The Contractor shall ascertain that participants receiving services under this Agreement are eligible for services, and that their income does not exceed federal income guidelines.
4. The Contractor shall provide all HOPWA supportive services at no charge to the participant.
5. Contractor's HOPWA Supportive Services Program operation shall be in accordance with contract policies established by the Los Angeles Housing Department (LAHD), the City of Los Angeles, the Federal government and the State of California. The Contractor warrants that it has read and will comply with the Standard Terms and Conditions for Federal Programs including HOPWA Supportive Services Contracts, Attachment I hereto.
6. The Contractor shall adhere to the provisions of this Agreement should any ambiguity or conflict exist between this Agreement and the Council File No. 06-3103 adopted June 29, 2007.

B. Services To Be Provided by Contractor

1. Administrative Responsibilities

A. General Responsibilities

1. Manage day-to-day operations of the Program;
2. Maintain the Program including supplies and equipment;
3. Ensure that the Program is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel;
4. Oversee and monitor all Program activities, sub-contracts to which participants have been referred, as further set forth in Attachment I;
5. Safeguard and manage all funds paid by the Program including those issued for payment to subcontractors;
6. Achieve Program objectives;
7. Target services to groups that reflect the demographics of underserved groups and areas as identified in the Request for Proposal;
8. Implement a performance based procurement system for the selection of subcontractors in accordance with §707 of Attachment I;
9. Ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The Contractor shall submit all Subcontractor Agreements to the City prior to the release of funds. The Contractor shall withhold funds to any Subcontractor who fails to comply with terms and conditions of this Agreement or their Subcontractor Agreement.



10. Ensure, prior to the execution of the subcontracts and the release of funds, each collaborative Subcontractor or agency has provided evidence of insurance coverage, naming the City as additional insured, for general comprehensive, liability, fidelity bond, property insurance, non-owned auto, professional liability, and worker's compensation as stated in the Indemnification and Insurance Requirements of this Agreement and as required by the City.
11. Request payment for Subcontractor agencies only after receipt of required program and fiscal documentation. The Contractor shall release payment to Subcontractor within ten (10) calendar days (excluding weekends and holidays) of release of funds by the City. The Contractor shall not withhold or fail to request funds from the City for any Subcontractor Agency that has complied with the terms and conditions of this Agreement and their Subcontractor Agreement(s).

### 3. PAYMENT

#### §301 Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_). The foregoing rate represents the total compensation to be paid by City to Contractor for administrative services to be performed as designated by this Agreement and as contained in the Administrative Budget, attached as Exhibit H, and made a part hereof.

The foregoing compensation is the total of the planned expenditures of the period, xxxxxx to xxxxxx, as set forth by the City-approved Project Budget, which is incorporated herein by reference, with funding scheduled as follows:

1. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.
2. Of the total amount granted in subsection A above, Contractor as Lead Agency of the Consortium (if applicable), shall comply with the payment terms of its subcontracts with collaborating agencies.

3. Funding as set forth by the foregoing subsection A is subject to change in accordance with the availability of funds provided to the City by the Grantor and the City reserves the right to change the amount of Compensation set forth herein accordingly.
4. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Individualized City of Los Angeles Supportive Services Agreement and as detailed by the City approved Project Budget for this Agreement. It is understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
5. The Contractor shall report to the City all other funding sources that supplement or augment activities set forth by this Individualized City of Los Angeles Supportive Services Agreement.

**B. Agency's Share (THE MATCH)**

The Contractor shall identify on the Monthly Expenditure Report any local matching share to be contributed in support of the proposed project. The matching share may be a "cash" and/or "in-kind" contribution or indirect costs. Volunteer service is an in-kind contribution. An hourly rate must be assigned to value the Volunteer Services provided. Contributions made by the entire Collaborative Team (if applicable) should be identified. Contractor shall maintain supporting documentation pertaining to matching share for review and audit purposes.

**C. Project Budget**

The Project Budget is a detailed itemized listing of items for expenditure under the terms of this Agreement which is incorporated herein by this reference. Budget documents, including the Project Budget, shall control the expenditures of funds by the Contractor and/or the amount of funds to be reimbursed to the Contractor, as summarized in § 601 of the foregoing Agreement. Budget documents described herein shall be adhered to unless modifications are requested in writing, and are approved in writing by the City as set forth in this Agreement.

**§302 Allowable and Unallowable Costs**

- A. To be eligible for payment under this Agreement, costs must be made in compliance with Office of Management and Budget (OMB) Circular A-122, and with the principles set forth below:
  1. Be necessary and reasonable for the proper and efficient performance of this Agreement and in accordance with §301 of this Agreement. The City shall have final authority to determine in good faith whether expenditure is necessary and reasonable.
  2. Conform to the limitations within these general conditions and to any governing statutes, regulations and ordinances.
  3. Be fully documented and determined to be in accordance with standard accounting procedures.
  4. Not be included as a cost or used to meet cost sharing or matching requirements of any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
  5. Be net of all applicable credits such as purchase discounts, rebates, sales or other income or refunds.
- B. When, in furtherance of this Agreement, the Contractor is granted compensation for the use of real property and/or equipment owned by the Contractor, such compensation shall be computed as provided by OMB Circulars A-87 and A-122.
- C. The following costs, among others, are specifically unallowable:

1. Bad Debts: Any losses arising from uncorrectable accounts and other claims, and related costs.
  2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
  3. Contributions and donations.
  4. Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
  5. Fines and Penalties: Costs resulting from violations of, or failure to comply with Federal, State and local laws and regulations.
  6. Interest and Other Financial Costs: Interest or borrowing (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
  7. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
  8. Travel: The difference in cost between first-class air accommodations and less-than-first-class air accommodations are not available.
  9. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.
  10. Non-competitive Sub-agreements: Payments under a sub-agreement not obtained under competitive bidding procedures, unless specifically waived by the City.
- D. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be returned immediately to the City.

**§303 Return of Unexpended Funds and Close-Outs**

- A. The Contractor shall immediately return, either upon completion or termination of this Agreement, any unexpended funds to the City Treasury; in no event later than forty-five (45) days after completion or termination of this Agreement. Funds advanced by the City, determined by the City to be in excess of the amount actually required, shall also be returned immediately to the City.
- B. The Contractor shall submit to the City a complete and accurate final close-out invoice of costs and reimbursements for services performed under this Agreement, within forty-five (45) days following the termination or completion of this Agreement. Failure by Contractor to comply with the forty-five (45)-day requirement may result in a unilateral close-out of this Agreement by City based on previous invoices filed with City, and/or the imposition of sanctions as specified herein. Requests for payment submitted after 45 (forty-five) days shall not be paid by the City.

**§304 Validity of Financial Documentation Submissions**

Financial reports submitted to the City shall be accurate and correct in all respects in accordance with Generally Accepted Accounting Principles (GAAP). Should inaccurate reports be submitted to the City, the City may elect to have the Contractor secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized by this Agreement unless specifically agreed to by the Contractor and the City in written amendment.

**§305 Receipt, Use and Accountability of Other Than Budgeted Funds**

The Contractor agrees that program income funds realized as a result of activities which are funded by this Agreement shall be reported in writing and returned to the City within five (5) working days following the receipt of

such funds, except that income funds generated on a regular basis shall be reported as provided in §501, Reporting Requirements, of this Agreement. The Contractor further agrees that all such income funds shall: (1) be the property of the City; (2) be used solely to offset the operating expenses of the activities funded by this Agreement; (3) not be expended without prior written approval of the City unless otherwise provided for by this Agreement; and (4) be subject to all of the provisions of this Agreement.

#### **§306 Deposit, Utilization and Commingling Funds**

- A. Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.
- B. Funds paid to the Contractor pursuant to this Agreement shall not be commingled with other funds administered by the Contractor.

#### **§307 Funding Reduction**

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor is in noncompliance with any actual obligations, the City shall, at its discretion, take appropriate action as provided by this Agreement.
- B. In the event that non-City grant funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

### **4. STANDARD PROVISIONS**

#### **§401 Construction of Provisions and Titles Herein**

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Contractor. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one (1) Contractor as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The word "days" means calendar days, including weekends and holidays, unless otherwise specifically provided.

#### **§402 Applicable Law, Interpretation and Enforcement**

- A. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.
- B. In any action arising out of this Contract, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.
- C. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

#### **§403 Integrated Agreement**

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

#### **§404 Excusable Delays**

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

#### **§405 Breach**

- A. In the event any party fails to perform, in whole or in part, any promise or covenant in this Agreement, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. These rights and remedies are cumulative of those provided for in this Agreement with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.
- B. This contract may be terminated immediately for any violation of City Lobbying Ordinances.
- C. In the event the CITY terminates this Agreement as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.
- D. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to §703 Termination of Agreement.

#### **§406 Prohibition Against Assignment or Delegation**

- A. The Contractor shall not assign, delegate, sub-contract, transfer, novate, or otherwise alienate this Agreement, nor assign or transfer any right, interest or obligation in this Agreement, including the right to payment, without prior written consent of the City.
- B. The Contractor shall not enter into any agreement with any other party under which such other party shall become the recipient of claims due or to become due to the Contractor from the City without prior written consent of the City.

#### **§407 Permits**

- A. The Contractor and its officers, agents, employees and subcontractors shall obtain and maintain all permits and licenses necessary for the Contractor's performance hereunder and shall pay any fees required therefore. The City is not permitted to waive any fees for services, except as otherwise required by law. Among the permits, fees, and licenses that may be required are Conditional Use Permits, B-Permits, Building Permits, Incorporation Fees, or State Licensing Fees of any kind.
- B. The Contractor further certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

#### **§408 Nondiscrimination and Affirmative Action**

- A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Section 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), but no more than One Hundred Thousand Dollars (\$100,000), the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of One Hundred Thousand Dollars (\$100,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any sub-agreement entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §408.
- D. No person shall on the grounds of race, ancestry, color, national origin, sex, sexual preference, age, physical handicap, marital status or domestic partner status be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this section, Title 24 Code of Federal Regulations, § 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

#### **§409 Claims for Labor and Materials**

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of the law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

#### **§410 Los Angeles City Business Tax Registration Certificate**

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

#### **§411 Bonds**

All bonds that may be required hereunder shall conform to City requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Administrative Code Sections 11.47 through 11.56.

#### **§412 Indemnification**

Except for the active negligence or willful misconduct of City, or any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest, Contractor undertakes and agrees to defend indemnify, and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions, or willful misconduct incident to the performance of this Agreement by the Contractor or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California and the CITY. The provisions of Section 501 shall survive expiration or termination of this Contract.

## §413 Insurance

### A. General Conditions

1. During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit A hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions And Information On Complying With City Insurance Requirements (Revised 10/09) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be described by contractor in RFP. These coverages and limits should be tailored to the individual subcontract. For City contracts, **Required Insurance and Minimum Limits** are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **Track4LA™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City of Los Angeles insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).

### B. Modification of Coverage

City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

### C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or

agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

#### D. Workers' Compensation

By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

### §414 Conflict of Interest

#### A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

#### B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in CDD Directive FY07-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

#### C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
  - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  - c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.



3. Definitions:

- a. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- b. The term "financial or other interest" includes but is not limited to:
  - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- K. The Contractor shall incorporate the foregoing subsections of this section into every agreement that its enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City, that meets the foregoing requirements.

**§415 Compliance with State and Federal Statutes and Regulations**

- A. The Contractor, in performance of this Agreement, warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any

unlawful expenditure. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. Statutes and Regulations Applicable To All Grant Contracts

1. Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

a. Office of Management and Budget (OMB) Circulars

Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for Public Agencies or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations)

b. Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.*; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement.

c. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the Americans with Disabilities Act 42, USC §12101 *et seq.*, and its implementing regulations and the Americans Disabilities Act Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments. Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act and the Americans Disabilities Act Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with disability. Any subagreement entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

d. Political and Sectarian Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to Contractor until the Certification is filed.

Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of

this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

e. Records Inspection

- (1) At any time during normal business hours and as often as the City, the U.S. Comptroller General of the State of California, through any authorized representative, may deem necessary, Contractor shall make available for examination all of its records, paper or electronic, with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State of California, through any authorized representative, shall have the authority to audit, examine, and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- (2) Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.
- (3) Any deficiencies noted in the audit reports must be fully cleared by the Contractor within thirty (30) days after receipt by the Contractor. Failure of the Contractor to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

f. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain, and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

g. Subcontracts and Procurement

- (1) Contractor shall comply with the Federal and City standards in the award of any sub-agreements. For purposes of this Agreement, sub-agreements shall include, but not be limited to: purchase agreements, rental or lease agreements, third-party agreements, consultant service contracts and construction sub-agreements.
- (2) Contractor shall ensure that the terms of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all sub-agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

h. Labor

- (1) Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 USC §4728-§4763) relating to prescribed requirements for merit systems for programs funded by one (1) of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).
- (2) Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC §276a to 276a-7), the Copeland Act (40 USC §276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC §327-§333), regarding labor standards for federally assisted construction sub-agreements.

- (3) Contractor shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment.
- (4) None of the funds shall be used to promote or deter union/labor-organizing activities. California Government Code §16645 *et seq.*
- (5) Contractor shall comply with the Hatch Act (5 USC §1501-§1508 and §7324-§7328).
- (6) Contractor shall comply with provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

i. Civil Rights

Contractor shall comply with all State and Federal statutes relating to nondiscrimination. These include, but are not limited to:

- (1) Title IV of the Civil Rights Act 1964 (P.L. 88-352, 42 USC §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin;
- (2) Title IX of the Education Amendments of 1972, as amended (20 USC 1681-§1683, and §1685-§1686), which prohibits discrimination on the basis of sex;
- (3) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps;
- (4) The Age Discrimination Act of 1975, as amended (42 USC §6101-6107), which prohibits discrimination on the basis of age;
- (5) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (7) Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (8) Title VIII of the Civil Rights Act of 1968 (42 USC §3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (9) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;
- (10) The requirements of any other nondiscrimination statute(s) which may apply to the application;
- (11) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; and
- (12) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e).
- (13) The Americans with Disabilities Act 42 U.S.C. §12101 *et seq.* and the Americans with Disabilities Amendments Act (ADAAA) Pub.L.110-325 and all subsequent amendments.

(14) The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

j. Environmental

- (1) Contractor shall comply with environmental standards which may be prescribed pursuant to the following:
- (2) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- (3) Notification of violating facilities pursuant to EO 11738;
- (4) Protection of wetlands pursuant to EO 11990;
- (5) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (6) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §1451 *et seq.*);
- (7) Conformity of Federal actions to State (Clean Air) Implementation Plans under §176(c) of the Clean Air Act of 1955, as amended (42 USC §7401 *et seq.*);
- (8) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986;
- (9) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (10) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and
- (11) Section 508 of the Clean Water Act (38 USC 1360).
- (12) Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 USC §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- (13) Contractor shall comply with the Lead-Based Poisoning Prevention Act (42 USC §4822 *et seq.*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (14) Contractor shall comply with the Federal Water Pollution Control Act (33 USC §1251 *et seq.*) that restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- (15) Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (16) By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.*, and is not impacting the environment negatively.
- (17) Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

k. Preservation.

Contractor shall comply with §106 of the National Historic Preservation Act of 1966, as amended (16 USC §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC §469a-1 *et seq.*).

l. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

m. Drug-Free Workplace

Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, California Governmental Code §8350-§8357.

n. Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 *et seq.*)

o. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 *et Seq.*) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC 13212).

p. Pro-Children Act of 1994

(1) Contractor must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

(2) Contractor further agrees that the above language will be included in any sub-agreements that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

q. Faith Based Activities

Contractor shall comply with 24 CFR 570.200(j) regarding Faith Based Activities.

r. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

s. Contractor shall administer this Agreement in accordance with OMB requirements contained in the following Circulars: Common Rule, Subpart C, for public agencies, or 2 CFR 215 for nonprofit organizations.

2. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*) including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claims.

#### C. Statutes and Regulations Applicable To This Particular Grant

1. CITE HOPWA PROGRAM FEDERAL STATUTE (Gayle will provide)

2. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.

3. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code § 11164 *et seq.* and specifically §§ 11165.7, 11165.9, 11166.

### §416 Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the Contractor as an independent Contractor and not as a City employee.

### §417 Inventions, Patents and Copyrights

#### A. Inventions and Discoveries

1. Reporting Procedure

If any invention or discovery conceived and/or reduced to practice, whether patentable or not under U.S. patent law, is produced or made during performance of this Agreement ("Invention") including, without limitation, processes and business methods, the Contractor shall promptly report the Invention to the CITY and keep the Invention confidential until directed otherwise by the CITY. The CITY shall then report the Invention to the Grantor. Contractor further agrees to oblige by all applicable provisions under the Bayh-Dole Act, as codified in 35 U.S.C. §§ 200-212 and augmented by relevant laws including 37 C.F.R. § 401.

2. Allocation of Patent Rights

The rights in the Invention, including rights under any patent issued thereon, will be determined in accordance with 37 C.F.R. § 401.

3. CITY's Rights to Use Invention

Where CITY is not allocated with the legal title, interest or right to the Invention or patent thereof, Contractor hereby agrees that CITY would be vested and hold an unencumbered right, and a non-exclusive, irrevocable, perpetual, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement, subject to Contractor's pre-existing intellectual property rights.

#### B. Rights to Use Inventions

City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

#### C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's

discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

#### D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404 (a)).
2. Obligations Binding on Subcontractors: Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

#### E. Ownership

1. Except where City has agreed in a signed writing to accept a license, City shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement.
2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secretes, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know-how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Agreement, Contractor may access and utilize certain of City Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of City Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City. Except as otherwise set forth herein, neither



Contractor nor City shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City, Contractor agrees to abide by all license and confidentiality restrictions applicable to City in the third-party's license agreement.

5. Contractor agrees to cooperate with City in establishing or maintaining City's exclusive rights in the Intellectual Property, and in assuring City sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City and which result directly indirectly from this Contract or any subcontract.
6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City Intellectual Property rights and interests.

#### F. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to City, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

#### G. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire", whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act; and (ii) that person shall assign all right, title, and interest to City to any work product made, conceived, derived from or reduced to practice by Contractor or City and which result directly or indirectly from this Contract.
2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived

from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City.

#### H. Patent Rights

With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to City a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City, without additional compensation, all its rights, title and interest in and to such inventions and to assist City in securing United States and foreign patents with respect thereto.

#### I. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining City prior written approval; and (ii) granting to or obtaining for City, without additional compensation, a license, as described in §516F.3 above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City.

#### J. Warranties

##### 1. Contractor represents and warrants that:

- a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, its modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.
- b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City in this Agreement.
- e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
- f. It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

2. City makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

#### K. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless City and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. City reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City.
2. Should any Intellectual Property licensed by the Contractor to City under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City. City shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
3. Contractor agrees that damages alone would be inadequate to compensate City for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City would suffer irreparable harm in the event of such breach and agrees City shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### L. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

#### **§418 Living Wage Ordinance and Service Contractor Worker Retention Ordinance.**

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

1. Contractor assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO;
  2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's/Consultant's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
  3. The Contractor/Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provided by the City.
  4. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
  5. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. Under the provisions of §10.36.3(c) and §10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO §10.37.6(d), the designated administrative agency has determined (a) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor/Consultant, the awarding authority may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO §10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### **§419 Earned Income Tax Credit**

This Agreement is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

#### **§420 Equal Benefits Ordinance**

- A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO) §10.8.2.1 of the Los Angeles Administrative Code, this Agreement is subject to the provisions of the EBO as amended from time to time.

- B. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administrator, Office of Contract Compliance Section at (213) 847-6480."

- C. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of this Agreement by the Awarding Authority.
- D. If the Contractor fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under this Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- E. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40 *et seq.*, Contractor Responsibility Ordinance.
- F. If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate this Agreement on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40 *et seq.*, Contractor Responsibility Ordinance.

#### **§421 Contractor Responsibility Ordinance**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Agreement is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to:

- A. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract;
- B. Notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of §10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities;
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

#### **§422 Slavery Disclosure Ordinance**

- A. This Agreement may be subject to the Slavery Disclosure Ordinance in the future. If so, Contractor will be notified of the applicability by the City.

- B. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the Slavery Disclosure Ordinance, §10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement.

#### **§423 Restriction on Disclosures**

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

#### **§424 Child support Assignment Orders**

- A. This Agreement is subject to §10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; 2) that the principal owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code §5230 *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to §10.10.b of the Los Angeles Administrative Code, failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor under the terms of this Contract, subjecting this Agreement to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City. Any subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor to obtain compliance of its subcontractors shall constitute a default by the Contractor under the terms of this contract, subjecting this Agreement to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by the City.
- B. Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

#### **§425 Compliance with Los Angeles City Charter Section 470(c)(12)**

The Contractor and/or any Subcontractors are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising by Contractor and any Subcontractors for certain elected City officials or candidates for elected City office. Contractor and any Subcontractors shall comply with these limitations wherever applicable. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

#### **§426 First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code, as amended from time to time.

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.

2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR/CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the FSHO.

#### **§427 Security Clearance and Tuberculosis Test of Staff and Volunteers**

A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

B. Contractor hereby certifies that by signing this Agreement, Contractor shall have tuberculosis (TB) tests completed on any staff member working with youth.

C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

### **5. GRANT REQUIREMENTS**

#### **§501 Reporting Requirements**

##### General Reporting

At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

##### Report Due Dates

A. Fiscal Report

The Contractor shall submit to the City the following reports as identified below:

1. Expenditure Report - Due on or before the twentieth (20<sup>th</sup>) calendar day (excluding weekends and holidays) of each month, the Contractor shall submit the Expenditure Report to the City, which reflects accrued expenditures as of the previous month on forms provided.
2. Cash Reimbursement Request (Invoice) - Due as cash is necessary but on or before the twentieth (20<sup>th</sup>) calendar day (excluding weekends and holidays) of the month, a Cash Request shall be submitted on forms provided.

B. Program Report

The Contractor is required to submit to the City by the tenth (10<sup>th</sup>) calendar day (excluding weekends and holidays) of the month the Program Forms as required by the City which may include a combination of the following reports; Monthly Demographic Report Form, Program Outcome Progress Report Form(s), Program Narrative and any other reports that may be requested/required by the City.

C. Exceptions to the Provisions of Subsection A or B of Reporting Requirement

Contractor shall have obtained prior written approval from the City.

- D. If Contractor's reports or other documentation are not submitted as required, the City reserves the right to withhold payments to the Contractor or to impose other sanctions, at the City's sole discretion.

## §502 Maintenance of Records

A. Record Retention

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and all other pending matters are closed. The retention period starts from the date of the submission of the final expenditure report. "Pending matters" include, but are not limited to, an audit, litigation, close out of the program, or other actions involving records.

The City may, at its discretion, take possession and retain said records. When records are transferred to or maintained by the City the 5-year retention requirement is not applicable to the Contractor.

Prior to destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of said records.

If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

B. Location of Records

Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within the Los Angeles Area unless authorization to remove them is granted in writing by the City.

## §503 Equipment Records, If Applicable



- A. Non-expendable personal property (herein referred to as equipment) acquired pursuant to this Agreement, shall be properly maintained and accounted for as set forth below:
1. A record shall be maintained for each item of equipment acquired for the program. Equipment is non-expendable property which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. A grouping of like items, such as chairs, with an aggregate cost in excess of \$5,000 shall also be controlled and accounted for as equipment, even though the cost of a single item is less than \$5,000. The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; and (4) source of acquisition.
  2. The record shall indicate whether the item of equipment was new or used at the time of acquisition. The aggregate of the individual costs shown on the record cards shall equal the balance of the subsidiary cost account for equipment.
- B. All equipment obtained under this Agreement shall have a City identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.
- C. A physical inventory shall be taken by the Contractor and reconciled with the record card annually or at such other times as the City shall prescribe.

#### **§504 Purchase or Lease of Equipment, If Applicable**

Prior to the purchase or lease of equipment, the Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.

The term equipment as used in this Agreement shall be defined to mean personal property.

Contractor shall notify the City in writing before using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement. Purchase or lease payments for this equipment shall not be made from funds under the terms of this Agreement.

##### **A. Lease of Equipment**

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease shall comply with the conditions set forth in this Agreement.

##### **B. Purchase of Equipment**

1. All property, real and personal, purchased under this Agreement with funds provided in this Agreement shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with funds from this Agreement and deliver a copy of the filing to the City.
2. The property shall be used and maintained by the Contractor as follows:
3. Property shall be used solely in the performance of this Agreement.
4. No modifications shall be made to the property without the prior written approval of City.
5. The Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.

- C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require City written approval.

Disposition of non-expendable personal property shall be governed by City Directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any non-expendable personal property.

- D. Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions. Contractor shall amend any current lease agreements to incorporate the following provisions:
2. All leases of property of facilities procured to house a City Program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates is Contractor's City Agreement or if Contractor abandons the lease.
3. All leases of property or facilities procured to house a City Program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.
4. It is a recommendation that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the Lessor agrees that if Lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar, Lessee may terminate the lease with 120 days written notice.
5. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of cash.
6. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.
7. Contractor shall invoice for only that portion of the lease cost that is allocated to program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

## §505 Accounting Practices

The Contractor shall maintain a system of internal control in accordance with standard accounting practices.

- A. In accordance with generally accepted accounting principles and City Directives, financial systems shall include:
  1. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;
  2. Effective internal controls to safeguard assets and assure their proper use;
  3. A comparison of actual expenditures with budgeted amounts for each sub-grant and contract;
  4. Source documentation to support accounting records;
  5. Proper charging of costs and cost allocation; and to be sufficient to:
  6. Permit preparation of required reports;
  7. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds;

8. "Internal Control" for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within a organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.
- B. The Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

#### **§506 Documentation of Expenditures**

- A. Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.
- B. No Contractor shall release funds to any subcontractors for reimbursement of costs, until it has received adequate documentation from the subcontractors that the expenditures are reasonable and allowable under the subagreement. All documentation must remain on file at Contractor's office.

#### **§507 Audits and Inspections**

- A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State of California or the City may deem necessary, the Contractor shall make available for examination, all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State of California shall have the authority to audit, examine and make excerpts, or transcripts from records, including all Contractor's invoices, material, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Access by the City, the State of California, the Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractors' personnel for the purpose of interviews and discussions related to such documents.
- C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. Contractor shall adhere to the rules and regulations of the Single Audit Act P.L. 98-502 and the implementing OMB Circulars, and any administrative regulation or field memos implementing the Act. When total expenditures under all Federal programs in a fiscal year equal or exceed \$500,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, P.L. 98-502, implementing regulations in OMB Circulars A-133 as applicable, (City Council Action dated 2/4/87, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City with nine (9) months after the close of the Contractor's fiscal year.
- D. Contractors who meet the above threshold shall annually subagreement with a qualified independent auditor.
- E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.
- F. Contractors receiving funds solely from the City shall annually subagreement with a qualified independent auditor unless notified in writing by the City that an auditor will be provided.
- G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports.

The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.

- H. If the expenditures under all Federal programs are less than \$300,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with Directives received from the City in the event that the Contractor is operating on a for-profit basis, the Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the WIA program within its scope. In the event the Contractor has only Performance Based or Fixed Unit Price contracts, a written request may be made to the City for permission to have annual audit performed using alternative audit requirements. The alternative audit requirements of the City require an audit that shall result in the following reports from the independent auditor:
  - 1. Report on the Schedule of Federal Financial Assistance (Grant funds earned through contract performance);
  - 2. Report on internal controls (accounting and Administrative) that were evaluated, the scope of the auditor's assessment work and any significant weaknesses found;
  - 3. Opinion on compliance with contract provisions and specific requirements applicable to Federal financial assistance;
  - 4. Report on compliance with general requirements applicable to Federal financial assistance; and schedule of findings and questioned costs.
- I. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:
  - 1. Withhold a percentage of assistance payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to the Department;
  - 2. Withhold or disallow and require return of overhead and administrative costs;
  - 3. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.
- J. City, Auditor General of the State of California, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.
- K. City may require Contractor who has inadequate fiscal or administrative procedures, to use any, or all of, the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.
- L. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc.; to safeguard property, records and/or equipment used in the performance of this Agreement.
- M. Should a fiscal or special audit determine that the Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.
- N. Any deficiencies noted in the audit reports must be fully cleared by the Contractor within thirty (30) days after receipt of the audit report by the Contractor. Failure of the Contractor to comply with the above audit

requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

#### **§508 Confidentiality of Information**

- A. The Grantor, the City, and the Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- B. The City and the Contractor agree that:
1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
  2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance code, §10850 of the Welfare and Institutions Code and other applicable local, state, and federal laws.
  3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
  4. Each party shall promptly return to the other party confidential information when its use ends or destroys the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
  5. If the City or Contractor enters into an agreement with a third party to provide CDBG services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractors(s), service providers, or employees.
  6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems, and each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractors(s), service providers, or employees.

#### **§509 Restriction On Disclosures**

Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by the Contractor and the City, and shall be in compliance with State and Federal laws.

#### **§510 Heading and Captions**

This Agreement's section headings shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning, or intent of these conditions. Unless defined as a "working day", all reference to days is to calendar days.

## **§511 Press Releases – Public Information**

The Contractor shall make specific reference to the City of Los Angeles as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community. The Contractor shall make specific reference to the City of Los Angeles as the sponsoring agency of the project, regarding any items that are related to the program which is funded by this Agreement. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

## **§512 Technical Assistance**

Should Contractor need technical assistance from the City regarding matters that are subject to this Agreement, Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

## **§513 Effect of Legal Judgment**

Should any covenant, condition or provision contained in this Agreement be held invalid by final judgment in any court of competent jurisdiction, the invalidity of the covenant, condition or provision shall not affect any other covenant, condition or provision of this Agreement.

## **§514 Prohibition of Legal Proceedings**

Contractor is prohibited from using Grant funds received under this Agreement for the purpose of instituting legal proceedings against the City or their official representatives.

## **§515 Faith-Based Activities**

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant-funded program. However, a Contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization:

- A. Contractor may not engage in inherently religious activities, such worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement.

If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

- B. A religious or faith-based Contractor will retain its independence from Federal, State and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such worship, religious instruction, or proselytization.
- C. A religious or faith-based Contractor may use space in their facilities to provide grant-funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based Contractor shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

- G. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conduction eligible activities under this Section. Where a structure is used for both eligible and inherently religious activities, Grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Grant funds herein. Sanctuaries, chapels, or other rooms that a Grant funded religious congregation uses as its principal place worship, however, are ineligible for Grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

## **6. SUBAGREEMENT AND PROCUREMENT PROCEDURES**

### **§601 Subagreements**

- A. For the purpose of this Agreement, subagreements shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subagreements and construction subagreements.
- B. Subagreements entered into in the performance of this Agreement shall:
  - 1. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.
  - 2. Specifically prohibit assignment or transfer of interest without prior written approval by the City.
  - 3. Specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
- C. A copy of each executed subagreement, or amendment(s) thereto, shall be submitted to the City prior to payment.
- D. Subcontracts and amendments thereto shall be submitted to the City for approval in writing prior to execution.

### **§602 Procurement Procedures**

It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. It is the City's intent that the following rules be binding upon the City and its subcontractors. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.

- A. Purpose: It is the intent of these rules that these procedures shall apply to all subagreements including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subagreements. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
- B. Competition: The City and each of its contractors shall conduct procurement in a manner that provides full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:
  - 1. Placing unreasonable requirements on firms or organizations in order for them to qualify to do business;
  - 2. Requiring unnecessary experience and excessive bonding;
  - 3. Noncompetitive pricing practices between firms or organizations or between affiliated companies or organizations;

4. Noncompetitive awards to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement unless otherwise allowed by HUD pursuant to HUD HOPWA;
7. Overly restrictive specifications; and
8. Any arbitrary action in the procurement process.

C. Responsibilities:

1. The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:
  - a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and
  - b. Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
2. Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.
3. All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.
4. Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.
5. The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.
6. The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.
7. The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.
8. The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.
9. The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration; a copy may be obtained by telephoning the Superintendent of Documents (202-512-1600). The list will



be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

10. Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.
11. Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.
12. Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:
  - a. Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
  - b. Develop a standard worksheet or check list for determining responsiveness of each proposal;
  - c. Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
  - d. Prepare an analysis of costs to verify allowability and to determine reasonableness;
  - e. Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
  - f. Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
  - g. Identify policy and process by which selection of awardee(s) will be made; and
  - h. Provide an opportunity for bidders to appeal staff recommendations.

Items a-c should be sufficiently completed before issuance of the bid package so relevant parts can be included.

13. Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.

Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.

Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.

14. Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.

15. Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
16. If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not be implemented, then the service provider shall be barred from receiving any future City funds.
17. Participation of Minorities, Women, Disadvantaged and Small Businesses

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.

D. Cost or Price Analysis:

1. Contractor shall establish standards for the performance of cost or price analysis.
2. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. The method and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the Contractor shall make independent estimates before receiving bids or proposals.
  - a. A cost analysis is necessary when the offeror is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurement, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. As part of its bid, the offeror shall certify that to the best of its knowledge and belief, the cost data are accurate, complete and current at the time of agreement on price.
  - b. Contracts or modifications negotiated in reliance on such data should provide the awarding agency a right to a price adjustment to exclude any significant sum by which the price was increased because the contractor had submitted data that were not accurate, complete or current as certified.
  - c. Any indirect costs in a proposal must be carefully reviewed to ensure that the costs are not duplicated by direct costs. Indirect costs must be allocated in accordance with an approved cost allocation plan.
  - d. If a bidder proposes to use a subcontractors as part of its proposal, all costs in the proposed subagreement must also be evaluated in the same manner as for the primary proposal.
  - e. Cost analysis must carefully evaluate salaries of owners of sole proprietorships or partnerships who submit offers to ensure that they are in line with the services to be performed.
3. A price analysis should be used in all other instances to determine the reasonableness of the proposed contract price. The following price analysis techniques shall be used: i) comparison of proposed prices received; ii) comparison of prior prices received and current contract proposed prices for the same or similar requirement; iii) application of rough yardsticks (e.g., dollars per square foot, dollars per placement); iv) comparison with competitive published price lists and published market prices; and v) comparison with agency's independent developed cost estimates.

The following analysis shall be used to:

- a. Verify cost or pricing data and evaluate cost elements;
- b. Evaluate the effect of the offeror's current practices on future costs;
- c. Compare proposed costs for individual cost elements;
- d. Verify that offeror's cost submissions are in accordance with cost principles (allowable/allocable); and

- e. Review to determine that all necessary cost or pricing data have been submitted.
4. Agreement procurement shall not permit excess program income (for nonprofit and governmental entities) or excess profit (for private for-profit entities). If profit or program is included in the price, the City or the Contractor shall negotiate profit or program income as a separate element of the price for each contract/subagreement in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit or program income, consideration shall be given to:
  - a. The complexity of the work to be performed;
  - b. The risk borne by the contractor;
  - c. The contractor's investment;
  - d. The amount of subagreementing;
  - e. The quality of the contractor's record of past performance;
  - f. Industry profit rates in the surrounding geographical area for similar work; and
  - g. Market conditions in the surrounding geographical area.
5. The cost plus a percentage of cost method of contracting shall not be used.

E. Awarding of Agreement/Contract

1. Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractor/subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor shall make the award(s) and finalize the contract(s). Contractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.
2. The City and its contractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000.
3. Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved child care policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractors with an approved child care policy.

4. Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

#### F. Funding Restrictions for High-Risk Contracts

1. A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:
  - a. Has a history of unsatisfactory performance;
  - b. Is not financially stable;
  - c. Has a management system that does not meet the management standards set forth in this part; or
  - d. Has not conformed to terms and conditions of a previously awarded grant or sub-grant.
2. If the City/Contractor agency determines that a grant or sub-grant will be made to a "high-risk" contractor or subcontractors, then special funding restrictions that address the "high-risk" status may be included in the contract or subagreement. Funding restrictions may include, but are not limited to:
  - a. Use of reimbursements rather than advances or payment upon completion of the project;
  - b. Requiring additional and/or more detailed financial or performance reports;
  - c. Additional monitoring;
  - d. Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or
  - e. Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).
3. If the City/Contractor decides to impose such funding restrictions, the awarding official will notify the contractor or subcontractors as early as possible, in writing, of:
  - a. The nature of the funding restriction(s);
  - b. The reason(s) for imposing them;
  - c. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;
  - d. The method of requesting reconsideration of the restrictions imposed; and
  - e. Additional prior approvals.

#### G. City Code of Conduct

All contractors shall adopt a Code of Conflict in accordance with the requirements of this Agreement by duly authorized action of its Board of Directors.

#### H. Methods of Procurement

Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for

bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 24 CFR §85.36, OMB Circular A-110, and the HUD HOPWA Grantee Oversight Resource Guide, incorporated herein by reference.

The Contractor shall maintain all documentation and records justifying all procurement process and selection. Upon request by City, Contractor shall provide City with all evidence, documentation, and records of procurement and selection within five (5) days of receiving said request.

1. Purchase/Services

Competitive Proposals: Contractor shall ensure that it uses a documented methodology for technical evaluations and shall award any contract to the responsible offeror whose proposals are most advantageous to the program with price, technical, and other factors considered.

2. Noncompetitive Proposals—Sole Source: To conduct a noncompetitive procurement the criteria here must be met. Sole source contracts are defined as solicitation of a proposal from only one (1) source, the funding of an unsolicited proposal, or after solicitation of a number of sources, when competition is determined inadequate.

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one (1) of the following circumstances applies:

- a. The item or service is available only from a single source; or
- b. The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation and the procurement is for a limited time only; or
- c. The awarding agency authorizes noncompetitive proposals; or
- d. After solicitation of a number of sources, competition is determined inadequate.

3. Contract Provisions

All contracts must contain at a minimum the following provisions:

- a. Specific deliverables and the basis for payment;
- b. Provisions requiring compliance with HUD Housing Opportunities for Persons with AIDS (HOPWA) regulations;
- c. Provisions that describe remedies for breach;
- d. Provisions that describe HOPWA regulations and City patent and copyright rules;
- e. Provisions for termination for cause and convenience;
- f. Access to records for audit purposes;
- g. Audit requirements;
- h. Provisions for payment and delivery;
- i. Provisions describing contract amendment procedures;
- j. Provisions against assignment;

- k. Provisions for equal opportunity and non-discrimination;
  - l. Provisions prohibiting conflicts of interest.
- l. Appeal and Dispute Procedures: The City and its contractors shall have protest procedures to handle and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

### **§603 Records and Audits of Subagreements**

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subagreement. Such records shall be retained within the Los Angeles area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subagreements shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may reasonably require, Contractor shall provide to the City such statements, records, reports, data and information related to the performance of this Agreement following a written request from the City.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during the Contractor's normal business hours.

### **§604 Cost-Plus-A-Percentage-Of-Cost Subagreementing**

Under no circumstances shall the Contractor enter into Cost-Plus-a-Percentage-of-Cost subagreements.

### **§605 Restriction On disbursements**

No money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractors except pursuant to a written agreement which incorporates the applicable General Contract Conditions as described herein and unless the subcontractors is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

### **§606 Survival**

- A. All terms and conditions of this Agreement which by their sense and context survive the termination, cancellation, or expiration of this Agreement will so survive, including, but not limited to these terms and conditions set forth in Sections 201 F and K, 501, 502, 514, 601, 602, 608 and 622 of this Agreement.
- B. The indemnity provisions of this Agreement shall survive the expiration, cancellation, or expiration of this Agreement.

## **7. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS**

### **§701 Default**

- A. Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:
  - 1. Reduce the total budget;

2. Make any changes in the general scope of this Agreement;
  3. Suspend project operations in accordance with §702 of this Agreement; or
  4. Terminate the Agreement.
- B. Should the City choose to exercise its rights under §701A, the City must first exercise its rights under §702, unless the Contractor is accused of fraud or abuse of funds provided under this Agreement.

## **§702 Suspension**

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §413 (Insurance) herein. Performance shall not resume without the prior written approval of City.

## **§703 Termination of Agreement**

- A. The parties agree that at any time during the term of this Agreement, , either party may terminate this Agreement, or any part of the Agreement, for convenience upon giving the other party at least thirty (30) days written notice prior to the effective date of the termination, which date shall be specified in the notice.

The City is not required to use other remedies provided in this Agreement prior to issuing a thirty (30)-day notice to terminate the Agreement.

- B. Contractor shall retain and dispose of all customers' documents and related records required by the Contractor under this Agreement, in accordance with City Directives or written instructions.

All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. Contractor agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

- C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.
- D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor.
- F. The City may withhold any payments due to the Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from the Contractor is determined.

The foregoing Subsection B, C, D, E, and F shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

#### **§704 Notices of Suspension or Termination**

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

#### **§705 Waivers**

Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.

No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

#### **§706 Amendments**

- A. Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
- B. The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement if such directives or requirements do not materially alter the Contractor's obligations under this Agreement. Should such directives or requirements obligate the Contractor to perform activities not specifically identified in this Agreement or activities for which the Contractor is not adequately being compensated, then Contractor may propose a written amendment to this Agreement which requests additional funds and provides justification for said request.

### **8. ENTIRE AGREEMENT**

#### **§801 Complete Agreement**

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

#### **§802 Number of Pages and Attachments**

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes fifty three (53) pages and Nine (9) Exhibits which constitute the entire understanding and agreement of the parties.

[Signatures begin on next page.]



**9. SIGNATURE PAGE**

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

CARMEN A TRUTANICH, City Attorney

By \_\_\_\_\_  
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

Date \_\_\_\_\_

DOUGLAS GUTHRIE  
General Manager  
Los Angeles Housing Department

ATTEST:

JUNE LAGMAY, City Clerk

By: \_\_\_\_\_  
RUSHMORE CERVANTES  
Executive Officer

By \_\_\_\_\_  
Deputy City Clerk

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

Date \_\_\_\_\_

For: name of contractor

(Contractor's Corporate Seal)

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title: \_\_\_\_\_

City Business License Number: \_\_\_\_\_

Internal Revenue Service EID Number: \_\_\_\_\_

Council File Number: \_\_\_\_\_; Date of Approval: \_\_\_\_\_

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

**EXHIBIT A  
INSURANCE REQUIREMENTS**

Form Gen 146 (Rev. 10/09)

**Required Insurance and Minimum Limits**

Name: «Contractor»

Date: October 1, 2009

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<hr/>	
<input checked="" type="checkbox"/> <b>Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> <b>General Liability</b>	\$ <u>1,000,000</u>
<input type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/> Sexual Misconduct	
<hr/>	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	\$ <u>300,000</u>
<hr/>	
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	\$ _____
Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>	
<hr/>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	\$ _____
<input type="checkbox"/> All Risk Coverage	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Builder's Risk	
<hr/>	
<input checked="" type="checkbox"/> <b>Pollution Liability</b>	\$ <u>1,000,000</u>
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> <b>Surety Bonds – Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>	\$ _____

Other: General Notes: 1) If a Contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://www.lacity.org/cao/risk/InsuranceForms.htm>. 2) In the absence of imposed auto liability requirements, all Contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California

**EXHIBIT A**  
**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**  
*(Share this information with your insurance agent or broker.)*

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

**Acceptable Alternatives to Acord Certificates and other Insurance Certificates:**

A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval. Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through **Track4LA** will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information

EXHIBIT B

CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER \_\_\_\_\_

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Exhibit B (cont.)  
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans  
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER \_\_\_\_\_

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

EXHIBIT D

**A. MANAGEMENT REPRESENTATION**

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, am authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True  False

2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True  False

3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.

True  False

4. Except as recorded or disclosed to you herein, I know of no instances of:

- a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True  False

- b. Guarantees, whether written or oral, under which the Contractor is contingently liable.

True  False

- c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True  False

5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True  False



6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.
- True  False
7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.
- True  False
8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.
- True  False
9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
- True  False
10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.
- True  False
11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.
- True  False
12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.
- True  False
13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.
- True  False
14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.
- True  False

15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.

True  False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

For: (Name of Contractor)

\_\_\_\_\_  
Signature (Person Authorized by the Board of Directors to Bind Corporation)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

EXHIBIT E

NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [www.lacity.org/BCA/lwo\\_retaliation\\_english.pdf](http://www.lacity.org/BCA/lwo_retaliation_english.pdf) and in Spanish at [www.lacity.org/BCA/lwo\\_retaliation\\_spanish.pdf](http://www.lacity.org/BCA/lwo_retaliation_spanish.pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

NOTICE TO EMPLOYEES  
WORKING ON CITY CONTRACTS  
RE: LIVING WAGE ORDINANCE AND  
PROHIBITION AGAINST RETALIATION

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City may not discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities Enforcement Section at (213) 847-1922.

CITY OF LOS ANGELES  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90015  
Phone: (213) 847-1922 — Fax: (213) 847-2777

EXHIBIT F

TIMELINE PERFORMANCE MEASURES  
(Under Development)

Exhibit G

BUDGET SUMMARY/EXPENDITURE PLAN

EXHIBIT H  
SAMPLE INTAKE FORM

**ATTACHMENT C**  
**HOPWA SOLE-SOURCE CONTRACTS WITH PUBLIC HOUSING AUTHORITIES**  
**6-MONTH CONTRACTS, OCTOBER 1, 2011 THROUGH MARCH 31, 2012**

<b>Public Housing Authority</b>	<b>Funding Recommendations for October 1, 2011 - March 31, 2012</b>	<b>Services</b>
Housing Authority of the City of Los Angeles	\$350,000	Tenant Based Rental Assistance
Housing Authority of the City of Los Angeles	\$64,200	Project Based Rental Assistance
Housing Authority of the County of Los Angeles	\$200,000	Tenant Based Rental Assistance
Housing Authority of Long Beach	\$340,000	Tenant Based Rental Assistance
Pasadena Community Development Commission	\$15,000	Tenant Based Rental Assistance
<b>Total</b>	<b>\$969,200</b>	

ATTACHMENT D

DRAFT

FOURTH AMENDMENT  
TO AGREEMENT NO. C-116287 OF CITY OF LOS ANGELES CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
SHELTER PARTNERSHIP, INC.  
RELATING TO  
TECHNICAL ASSISTANCE SERVICES

---

THIS FOURTH AMENDMENT to Agreement Number C-116287 of City of Los Angeles Contracts is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the City, and Shelter Partnership, Inc., a California non-profit corporation, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City of Los Angeles has contracted with Contractor, wherein the Contractor shall provide Technical Assistance Services to the HOPWA Program, said Agreement is Contract No. C – 116287 of City Contracts, executed on November 9, 2009 and amended on September 2, 2010 and April 29, 2011 which, together with all amendments thereto shall hereinafter be referred to as the “Agreement”; and

WHEREAS, Section 506 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the action of the Los Angeles City Council and Mayor (refer to Council File Number XXXXX dated XXXXXXX, 2011), which authorized the General Manager of the Los Angeles Housing Department to prepare and execute an amendment to the Agreement for the purpose of: a) to extend the term of the agreement to March 31, 2012; and b) making other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this amendment is necessary and proper to continue the HOPWA Program, and to ensure uninterrupted service.

NOW THEREFORE, the City and Contractor agree that the Agreement be amended effective October 1, 2011 as follows:





IN WITNESS WHEREOF, the City of Los Angeles Housing Department and the Contractor have caused this Second Amendment to be executed by their duly authorized representatives.

APPROVED AS TO FORM:  
CARMEN A. TRUTANICH, City Attorney

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

By \_\_\_\_\_  
Deputy/Assistant City Attorney

For: The City of Los Angeles  
Housing Department

Date \_\_\_\_\_

DOUGLAS GUTHRIE  
General Manager  
Los Angeles Housing Department

ATTEST:  
JUNE LAGMAY, City Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Deputy City Clerk

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

Date \_\_\_\_\_

For: Shelter Partnership, Inc.

(Contractor's Corporate  
Seal or Notary)

By \_\_\_\_\_  
Corporate Officer: Ruth Schwartz,  
Title: Executive Director

Second Signature:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Council File Number: XXXXXX  
Date Council Adopted: XXXXXXXXXX  
Said Agreement is number C - 116287-3 of City Contracts  
City Business Tax Registration Certificate Number: 541985-02  
Internal Revenue Service ID Number: 95-3976214

**ATTACHMENT E**

**DRAFT**

**FIRST AMENDMENT  
TO AGREEMENT NO. 115925 OF CITY OF LOS ANGELES CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES HOUSING DEPARTMENT  
AND  
THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES  
RELATING TO  
THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM  
TENANT BASED RENTAL ASSISTANCE PROGRAM  
HOUSING AND URBAN DEVELOPMENT AND  
CENTERS FOR DISEASE CONTROL AND PREVENTION  
HOUSING AND HEALTH STUDY**

---

THIS FIRST AMENDMENT to Agreement Number 115925 of City of Los Angeles Contracts is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and The Housing Authority of the City of Los Angeles, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City of Los Angeles has contracted with The Housing Authority of the City of Los Angeles wherein the Contractor shall provide the Tenant Based Rental Assistance (TBRA) for the Housing and Health Study under the HOPWA Program to persons living with HIV/AIDS and their families, said Agreement is Contract No. 115925 of City Contracts, executed on August 26, 2009 shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 31 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor desire to amend the Agreement for the purpose of a) extending the term of the Agreement for an additional twelve months (12) months for a new ending date of October 31, 2012, to provide additional time to enable the Contractor to provide the services contracted for in the Agreement; and b) making other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment.

NOW THEREFORE, the City and Contractor agree that the Agreement be amended effective \_\_\_\_\_ as follows:



IN WITNESS WHEREOF, the City of Los Angeles Housing Department and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY: Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011  
CARMEN A. TRUTANICH, City Attorney

By \_\_\_\_\_  
Deputy/Assistant City Attorney

For: The City of Los Angeles Housing Department

Date \_\_\_\_\_

DOUGLAS GUTHRIE  
General Manager  
Los Angeles Housing Department

By \_\_\_\_\_  
HACLA Deputy City Attorney

By: \_\_\_\_\_

Date \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:  
JUNE LAGMAY, City Clerk

APPROVED AS TO FORM:

For: Housing Authority of the City of Los Angeles

By \_\_\_\_\_  
Deputy City Clerk

By \_\_\_\_\_

Date \_\_\_\_\_

Title: Executive Director

(Contractor's Corporate Seal or Notary)

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Grant Number: CA-H03-0036  
Internal Revenue Service ID Number: 95-6001623  
Said Agreement is number 109522-3 of City Contracts

## ATTACHMENT F

CITY OF LOS ANGELES  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM  
THE LOS ANGELES COUNTYWIDE HOPWA ADVISORY COMMITTEE (LACHAC)  
BYLAWS AS AMENDED JUNE 22, 2004

### ATTACHMENTS

- I. The City of Los Angeles Housing Opportunities for Persons With AIDS (HOPWA) Program Los Angeles Countywide HOPWA Advisory Committee (LACHAC) Charter.
- II. The City of Los Angeles HOPWA LACHAC Conflict of Interest Code
- III. LACHAC Bylaws – Edited Version

### ARTICLE I: NAME

The name of the organization shall be the Los Angeles Countywide HOPWA Advisory Committee (LACHAC) for the City of Los Angeles and may be referred to in these bylaws as the "Committee".

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### ARTICLE II: PURPOSE

#### Section A. Purpose

1. The purpose of the Committee is to assist the City of Los Angeles Housing Department's (LAHD) Housing Opportunities For Persons with AIDS (HOPWA) Program Section carry out its goals. The Mayor of the City of Los Angeles and the City Council will exercise final decision-making authority on all matters submitted to the LAHD from the Committee.
2. The Committee will review and advise the City of Los Angeles on the matters related to the planning and administration of the HOPWA grant identified in the LACHAC Charter which is attached to these bylaws as Attachment I and by reference incorporated therein. As such, LACHAC is charged with the following roles and responsibilities:
  - A. Advise the City on the overall HOPWA Program by assessing the need for and existing supply of housing and supportive services, housing related problems such as substandard housing quality and overcrowding, and the financial burden of Persons Living With HIV/AIDS (PLWH/A) and their families; and
  - B. Provide advice and comment on the goals and objectives for the Housing and Community Development Consolidated Plan, as it may relate to developing the Strategic and Annual Plans for the HOPWA Grant; and
  - C. Identify ways in which the HOPWA Program can be coordinated with HIV/AIDS programs administered by the Los Angeles County Department of Public Health, including the Ryan White, and other related funding resources; and

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Deleted: AIDS Resources  
Emergency (CARE) Act

- D. Advocate for homeless and low-income persons with HIV/AIDS and their families and for those organizations working to address the needs of the HIV/AIDS population and their families; and
- E. Develop and promote the extent and quality of PLWHA participation in the HOPWA Program, as well as their participation in the planning and development of programs affecting their interests; and
- F. Determine LACHAC rules and procedures subject to the approval of the Mayor of the City of Los Angeles and the City Council.

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**ARTICLE III: APPOINTMENT**

**Section A. Composition of the Los Angeles Countywide HOPWA Advisory Committee (LACHAC), Mode of Appointment and Eligibility, Designation of Alternates**

1. The Committee shall be composed of the following:

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- 1. Members-At-Large \*
- 2. Member-At-Large\*\*
- 3. Case Manager seat
- 4. Family
- 5. Emergency Shelter and/or Transitional Housing Provider
- 6. Landlord/Apartment /Property Owner/Trade Association Representative
- 7. Local County, City and /or Municipality
- 15. Non-Profit, Non-Developer Service Provider
- 16. Medically-Based Residential Provider
- 17. Mental Health /Residential Provider
- 18. Non-Profit Developer
- 19. Substance Abuse/Residential Provider
- \* Must be a person with HIV/AIDS
- \*\* Does not have to be a person with HIV/AIDS

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- 2. When a vacancy occurs, or a member's term expires, community outreach shall be conducted to recruit potential candidates for Committee membership. The Membership and Bylaws Subcommittee shall develop and approve an Outreach Plan appropriate to the particular vacancy prior to the commencement of outreach efforts.
- 3. Persons wishing to serve as members of the Committee shall submit a membership application to the Membership and Bylaws Subcommittee no later than 10 days before the next scheduled Subcommittee meeting.
- 4. The Membership and Bylaws Subcommittee shall review each membership application and submit a written recommendation to the Committee for each open Committee position. The subject written recommendation together with all applications submitted to the Subcommittee shall be provided not later than ten (10) calendar days prior to the meeting of the Committee. The Committee shall vote to confirm the appointment of an applicant from among those who submitted applications for each respective vacancy.

Section B. Tenure of Member Representatives

All Committee members shall have staggered ~~three-year terms~~. The term of each representative on the Committee shall begin on July 1<sup>st</sup> and continue until June 30<sup>th</sup>. Persons filling odd number seats shall have terms beginning and concluding in odd numbered years. Persons filling even number seats shall have terms beginning and concluding in even numbered years. The membership of all seats is subject to review by the Membership and Bylaws Subcommittee at the end of each term.

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Section C. Voting Rights

Each Committee member shall be entitled to one vote and may cast his/her vote on any matter submitted to a vote within the guidelines of these Bylaws, subject to compliance with the LACHAC Conflict of Interest Code, which is attached to these Bylaws as Attachment II and by this reference included herein.

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Section D. Termination of Membership

Membership shall automatically terminate when:

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1. The Committee Member provides written notification to the Committee of their resignation,
2. The Committee Member dies,
3. The Committee Member's term expires,
4. The Committee Member ceases to qualify under their designated membership category; or
5. The Committee Member is removed for cause pursuant to Article VIII of these Bylaws.

Section E. Vacancy

A vacancy on the Committee shall be promptly filled in the manner set forth in Article III, Section A, 2 through 4. An appointment to fill a vacancy during an un-expired term shall continue for the period of the un-expired term.

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Section F. Transfer of Membership

A Committee Member's designated membership is not transferable nor is their membership assignable.

Section G. Resignation

A Committee Member may resign by providing written notification to the Committee of their resignation.

ARTICLE IV: OFFICERS

Section A. Officers



1. The officers of the Committee shall be a Chairperson, Vice Chairperson, and such other officers as the Committee may deem necessary to carry out its functions.

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2. The Committee shall select the first Chairperson for an interim period. The interim period starts when the Mayor of the City of Los Angeles and City Council approve the Bylaws and ends when the Committee elects its first officers. Officers shall be elected by majority vote of the Committee members present.

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Section B. Term of Officers

Officers shall serve for three (3) year terms commencing July 1<sup>st</sup> and continuing until June 30<sup>th</sup> of every year or until their successors are elected. The tenure of Officers is subject to Article III, Section B.

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Section C. Election of Officers

1. All Committee members shall be eligible for election to any office.

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2. The selection of Chairperson and Vice Chairperson shall require a majority vote of those Committee members present.

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Section D. Removal of Officers

Any Officer may be removed from office by a 2/3 vote of those Committee members present. In the event of such proposed action, a written notice shall be sent to all Committee members of record thirty (30) days in advance of the meeting date.

ARTICLE V: DUTIES OF OFFICERS

Section A. Chairperson

The Chairperson shall:

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1. Preside at all meetings of the Committee in a fair and impartial manner.
2. Plan agendas with the assistance of the Los Angeles Housing Department staff.
3. Enforce Rules of Order and establish Rules of Decorum.
4. Be an ex-officio member of all Committee subcommittees.
5. Appoint the chairperson of each standing and/or ad hoc subcommittee. No subcommittee may exercise the authority of the Committee or take action without consent of the Committee.
6. Sign all official documentation emerging from the Committee, which requires a signature.

Section B. Vice Chairperson

In the absence of the Chairperson, the Vice Chairperson shall serve as Chairperson and perform the duties of the Chairperson.

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ARTICLE VI: COMMITTEES

Section A. To assist the Committee in its work, the Committee may create ad hoc subcommittees to address specific matters for a specific time period.

Section B. There shall be one standing subcommittee, the Membership and Bylaws Subcommittee, to address matters of Committee membership selection, recruitment and bylaws. The Membership and Bylaws Subcommittee shall consist of five (5) members of the Committee selected by the Chairperson with one-year terms commencing on July 1 of each year. In the event of a vacancy for any reason, the Chairperson shall appoint a replacement for the remainder of the term.

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Section C. Ad hoc subcommittees may consist of Committee members and/or nonmembers to assist the Committee in its work. Any nonmember of LACHAC who is an ad hoc subcommittee member must complete a Conflict-of-Interest Statement, which must be maintained as current and kept on file with the LAHD. The conduct of business within ad hoc subcommittees, including voting and documentation of decisions, shall follow the same procedures that apply to LACHAC as a whole.

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Section D. No ad hoc subcommittee may exercise the authority of the Committee or take action without the consent of the Committee.

Section E. One of the principal missions and purposes of LACHAC shall be to encourage and accommodate full participation of PLWH/A in all aspects of the Committee's work. The Chairperson will appoint an ad hoc subcommittee for the purpose of encouraging PLWH/A participation. Such an ad hoc subcommittee shall consist of and include PLWH/A as members to every extent possible, and shall make recommendations to the Committee on ways to encourage and expand participation.

ARTICLE VII: MEETINGS

Section A. Regular Meetings  
Meetings will be held bi-monthly. The time and place of the next meeting shall be established by majority vote of those members present.

Deleted: January through October and one time between the months of November through December, unless otherwise provided by the Committee.

Section B. Special Meetings  
The Chairperson or Vice Chairperson may call special meetings of the Committee with 24-hours prior notice. No other business shall be considered at a special meeting except that for which the meeting was called and which appears on the agenda. The Los Angeles Housing Department staff shall post written notification of Special meetings at least twenty-four (24) hours prior to the scheduled meeting dates. Public notice of such meetings shall be made in accordance with the Brown Act.

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Section C. Public Meetings  
All meetings of the Committee and its subcommittees are subject to the Brown Act, Government Section 54950 et. seq. Written minutes of each meeting shall be taken. All Committee meetings shall be open to the public. The Los Angeles Housing Department staff shall mail written notification of regular

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meetings at least five (5) days prior to the scheduled meeting dates. Public notice of such meetings shall be made in accordance with the Brown Act.

Section D. Notice of Meetings

The Los Angeles Housing Department staff shall mail written notification of regular meetings at least five (5) days prior to the scheduled meeting dates. The Los Angeles Housing Department staff shall post written notification of Special meetings at least twenty-four (24) hours prior to the scheduled meeting dates. Public notice of such meetings shall be made in accordance with the Brown Act. Use of electronic mail shall, if feasible, be deemed to satisfy the provisions of this Section for all members for whom use of electronic mail is feasible. The Los Angeles Housing Department staff shall prepare and post notifications of meeting cancellations at least twenty-four (24) hours before the meeting is scheduled to commence in a location open and accessible to the public for the entire 24-hour period. Meeting cancellation notices shall be mailed in writing or by electronic mail, when feasible, to all Committee members.

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Section E. Quorum

A quorum of all Committee meetings shall consist of 50% +1 of the Committee members record.

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Section F. Official Actions; Recusal

All official actions by the Committee shall be by a majority vote of members present. If a member is required to abstain from voting, the quorum is not destroyed.

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Section G. Robert's Rules of Order

Robert's Rules of Order (revised) shall govern the Committee meeting procedures in all cases in which they are not in conflict with these Bylaws or legal authority.

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In the event that a meeting is interrupted in a manner that prevents the orderly conduct of the meeting, the Chairperson may order the meeting room cleared utilizing the services of a public law officer, if available, and, if necessary, may thereafter continue in session

Section H. Public Comment

1. Members of the public shall be allowed to address the Committee on any matter included in the agenda for action by the Committee before action is taken. Members of the public may also address the Committee during public comment periods on any matter not listed in the agenda but under the jurisdiction of the Committee.
2. The Chairperson may limit the time allowed for members of the public to comment before action is taken on an agenda item to a period of up to a ten (10) minutes per agenda item and two (2) minutes per speaker. These limits may be waived by the Chairperson or by a vote of six Committee members.

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Section I. Maintenance of Records

1. The Los Angeles Housing Department staff shall maintain all files containing Committee minutes, correspondence, tapes and records. Except as may be provided by law, all documents, correspondence,

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minutes and records are made available to the Committee and members of the public.

- 2. The Committee meeting recordings shall not be removed from the Los Angeles Housing Department except in the manner prescribed by law. Printed minutes and electronic records are the official records of any meeting of the Committee and are kept in the care of the Committee staff for not less than the time period required by law. Recordings of Committee meetings are kept in the care of the Committee staff for a period of three years.

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ARTICLE VIII: ATTENDANCE

- 1. Excused Absences
  - A. Emergency: Committee members shall notify the Los Angeles Housing Department staff that he/she will be/was unable to attend a scheduled meeting by phone or e-mail, and provide a brief explanation of the emergency.
  - B. Non-Emergency: Committee members shall notify the Los Angeles Housing Department staff that he/she will not be able to attend a scheduled meeting at least 24-hours in advance via phone or e-mail and provide a brief explanation of the reason for the absence.
  - C. In the event of three (3) consecutive reported excused absences, the member's attendance record shall be referred to the Membership and By-Laws Subcommittee who shall review the record and make a determination regarding their continuing membership on the Committee. In the event that the Membership and By-Laws Subcommittee recommends that the individual be removed from the Committee, they shall make that recommendation to the full Committee.
- 2. Un-excused Absences

Failure of a member to attend three scheduled LACHAC meetings without prior notification in a twelve (12) month period will result in their removal from the Committee.

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ARTICLE IX: CONFLICTS OF INTEREST

Committee members are subject to the conflict of interest laws of the City of Los Angeles and the State of California and they have adopted a LACHAC Conflict of Interest Code as required by these laws, which is incorporated herein by this reference as Attachment II. If any member of the Committee believes he or she may have a conflict of interest on a matter, he or she may seek the advice of the Office of the City Attorney before voting on such matter. No Committee member shall vote or participate in any deliberation on a matter for which he or she has a conflict of interest. If a member believes he or she has a conflict with a matter under consideration by the full Committee or a subcommittee of LACHAC, the member shall follow the LACHAC Conflict of Interest Code, Attachment II.

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ARTICLE X: AMENDMENTS

Proposals to amend these Bylaws may be considered at any regular or special meeting of the Committee by a two-thirds (2/3) affirmative vote of the members present provided such amendments were submitted in writing at least thirty (30) days prior to the meeting. Any changes to the Bylaws shall be subject to the approval of the Mayor of the City of Los Angeles and the City Council.

ARTICLE XI: INITIAL ADOPTION

The Mayor of the City of Los Angeles and the City Council initially adopted these Bylaws on May 11, 2001 (CF 00-1422).

\_\_\_\_\_  
Date of Adoption

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date of Adoption  
Los Angeles City Council

\_\_\_\_\_  
Date of Concurrence  
Mayor, City of Los Angeles

ATTACHMENT F

CITY OF LOS ANGELES  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM  
THE LOS ANGELES COUNTYWIDE HOPWA ADVISORY COMMITTEE (LACHAC)  
BYLAWS AS AMENDED \_\_\_\_\_

ATTACHMENTS

- I. The City of Los Angeles Housing Opportunities for Persons With AIDS (HOPWA) Program Los Angeles Countywide HOPWA Advisory Committee (LACHAC) Charter.
- II. The City of Los Angeles HOPWA LACHAC Conflict of Interest Code
- III. LACHAC Bylaws –

ARTICLE I: NAME

The name of the organization shall be the Los Angeles Countywide HOPWA Advisory Committee (LACHAC) for the City of Los Angeles and may be referred to in these bylaws as the "Committee".

ARTICLE II: PURPOSE

Section A. Purpose

1. The purpose of the Committee is to assist the City of Los Angeles Housing Department's (LAHD) Housing Opportunities For Persons with AIDS (HOPWA) Program Section carry out its goals. The Mayor of the City of Los Angeles and the City Council will exercise final decision-making authority on all matters submitted to the LAHD from the Committee.
2. The Committee will review and advise the City of Los Angeles on the matters related to the planning and administration of the HOPWA grant identified in the LACHAC Charter which is attached to these bylaws as Attachment I and by reference incorporated therein. As such, LACHAC is charged with the following roles and responsibilities:
  - A. Advise the City on the overall HOPWA Program by assessing the need for and existing supply of housing and supportive services, housing related problems such as substandard housing quality and overcrowding, and the financial burden of Persons Living With HIV/AIDS (PLWH/A) and their families; and
  - B. Provide advice and comment on the goals and objectives for the Housing and Community Development Consolidated Plan, as it may relate to developing the Strategic and Annual Plans for the HOPWA Grant; and
  - C. Identify ways in which the HOPWA Program can be coordinated with HIV/AIDS programs administered by the Los Angeles County Department of Public Health including the Ryan White and other related funding resources; and

- D. Advocate for homeless and low-income persons with HIV/AIDS and their families and for those organizations working to address the needs of the HIV/AIDS population and their families; and
- E. Develop and promote the extent and **quality of PLWH/A participation in the HOPWA Program**, as well as their participation in the planning and development of programs affecting their interests; and
- F. Determine LACHAC rules and procedures **subject to the approval of the Mayor of the City of Los Angeles and the City Council.**

ARTICLE III: APPOINTMENT

Section A. Composition of the Los Angeles Countywide HOPWA Advisory Committee (LACHAC), Mode of Appointment and Eligibility, Designation of Alternates

1. The Committee **shall** be composed of the following:
  1. Members-At-Large \*
  2. Member-At-Large\*
  3. Case Manager seat
  4. Family
  5. Emergency Shelter and/or Transitional Housing Provider
  6. Landlord/Apartment /Property Owner/Trade Association Representative
  - 7-15. Local County, City and /or Municipality
  16. Non-Profit, Non-Developer Service Provider
  17. Medically-Based Residential Provider
  18. Mental Health /Residential Provider
  19. Non-Profit Developer
  20. Substance Abuse/Residential Provider
  - \* Must be a person with HIV/AIDS
2. When a vacancy occurs, or a member's term **expires**, **community outreach shall** be conducted to recruit potential candidates for Committee membership. The Membership and Bylaws Subcommittee **shall** develop and approve an Outreach Plan appropriate to the particular vacancy prior to the commencement of outreach efforts.
3. Persons wishing to serve as members of the Committee **shall** submit a **membership** application to the **Membership and Bylaws Subcommittee** no later than **10 days before the next scheduled Subcommittee meeting.**
4. The Membership and Bylaws Subcommittee **shall** review each membership application and submit a written recommendation to the Committee for each open Committee position. The subject written recommendation together with all applications submitted to the Subcommittee shall be provided not later than ten (10) calendar days prior to the meeting of the Committee. The Committee shall vote to confirm the appointment of an applicant from among those who submitted applications for each respective vacancy.

Section B. Tenure of Member Representatives

**All Committee members shall have staggered three-year terms.** The term of each representative on the Committee shall begin on July 1<sup>st</sup> and continue until June 30<sup>th</sup>. Persons filling odd number seats shall have terms beginning and concluding in odd numbered years. Persons filling even number seats shall have terms beginning and concluding in even numbered years. The membership of all seats is subject to review by the Membership and Bylaws Subcommittee at the end of each term.

Section C. Voting Rights

Each Committee member shall be entitled to one vote and may cast his/her vote on any matter submitted to a vote within the guidelines of these Bylaws, subject to compliance with the **LACHAC Conflict of Interest Code**, which is attached to these Bylaws as Attachment II and by this reference included herein.

Section D. Termination of Membership

Membership shall automatically terminate when:

1. **The Committee Member provides written notification to the Committee of his/her resignation,**
2. **The Committee Member dies,**
3. **The Committee Member's term expires,**
4. The Committee Member ceases to qualify under his/her designated membership category; or
5. **The Committee Member is removed for cause pursuant to Article VIII of these Bylaws.**

Section E. Vacancy

A vacancy on the Committee shall be promptly filled in the manner set forth in Article III, Section A, 2 through 4. An appointment to fill a vacancy during an un-expired term shall continue for the period of the un-expired term.

Section F. Transfer of Membership

A Committee Member's designated membership is not transferable nor is his/her membership assignable.

Section G. Resignation

**A Committee Member may resign by providing written notification to the Committee of his/her resignation.**

ARTICLE IV: OFFICERS

Section A. Officers



1. The officers of the Committee **shall** be a Chairperson, Vice Chairperson, and such other officers as the Committee may deem necessary to carry out its functions.
2. **The Committee shall select the first Chairperson for an interim period. The interim period starts when the Mayor of the City of Los Angeles and City Council approve the Bylaws and ends when the Committee elects its first officers.** Officers **shall** be elected by majority vote of the Committee members present.

Section B. Term of Officers  
 Officers **shall** serve for three (3) year terms commencing July 1<sup>st</sup> and **continuing** until June 30<sup>th</sup> of every year or until their successors are elected. **The tenure of Officers is subject to Article III, Section B.**

Section C. Election of Officers

1. All Committee **members shall** be eligible for election to any office.
2. The **selection of Chairperson and Vice Chairperson shall** require a majority vote of those **Committee** members present.

Section D. Removal of Officers  
 Any **Officer** may be removed from office by a 2/3 vote of those **Committee members present.** In the event of such proposed action, a **written notice shall be sent to all Committee members of record thirty (30) days in advance of the meeting date.**

#### ARTICLE V: DUTIES OF OFFICERS

Section A. Chairperson  
 The Chairperson **shall**:

1. Preside at all meetings of the Committee in a fair and impartial manner.
2. Plan agendas with the assistance of the Los Angeles Housing Department staff.
3. Enforce Rules of Order and establish Rules of Decorum.
4. Be an ex-officio member of all Committee subcommittees.
5. Appoint the chairperson of each standing and/or ad hoc subcommittee. No subcommittee may exercise the authority of the Committee or take action without consent of the Committee.
6. Sign all official documentation emerging from the Committee, which requires a signature.

Section B. Vice Chairperson  
 In the absence of the Chairperson, the Vice Chairperson **shall** serve as Chairperson and perform the duties of the Chairperson.

ARTICLE VI: COMMITTEES

- Section A. **To assist the Committee in its work, the Committee may create ad hoc subcommittees to address specific matters for a specific time period.**
- Section B. **There shall be one standing subcommittee, the Membership and Bylaws Subcommittee, to address matters of Committee membership selection, recruitment and bylaws. The Membership and Bylaws Subcommittee shall consist of five (5) members of the Committee selected by the Chairperson with one-year terms commencing on July 1 of each year. In the event of a vacancy for any reason, the Chairperson shall appoint a replacement for the remainder of the term.**
- Section C. **Ad hoc subcommittees may consist of Committee members and/or nonmembers to assist the Committee in its work. Any nonmember of LACHAC who is an ad hoc subcommittee member must complete a Conflict-of-Interest Statement, which must be maintained as current and kept on file with the LAHD. The conduct of business within ad hoc subcommittees, including voting and documentation of decisions, shall follow the same procedures that apply to LACHAC as a whole.**
- Section D. **No ad hoc subcommittee may exercise the authority of the Committee or take action without the consent of the Committee.**
- Section E. **One of the principal missions and purposes of LACHAC shall be to encourage and accommodate full participation of PLWH/A in all aspects of the Committee's work. The Chairperson will appoint an ad hoc subcommittee for the purpose of encouraging PLWH/A participation. Such an ad hoc subcommittee shall consist of and include PLWH/A as members to every extent possible, and shall make recommendations to the Committee on ways to encourage and expand participation.**

ARTICLE VII: MEETINGS

- Section A. Regular Meetings  
**Meetings will be held bi-monthly. The time and place of the next meeting shall be established by majority vote of those members present.**
- Section B. Special Meetings  
**The Chairperson or Vice Chairperson may call special meetings of the Committee with 24-hours prior notice. No other business shall be considered at a special meeting except that for which the meeting was called and which appears on the agenda. The Los Angeles Housing Department staff shall post written notification of Special meetings at least twenty-four (24) hours prior to the scheduled meeting dates. Public notice of such meetings shall be made in accordance with the Brown Act.**
- Section C. Public Meetings  
**All meetings of the Committee and its subcommittees are subject to the Brown Act, Government Section 54950 et. seq. Written minutes of each meeting shall be taken. All Committee meetings shall be open to the public. The Los Angeles Housing Department staff shall mail written notification of regular meetings at least five (5) days prior to the scheduled meeting dates. Public notice of such meetings shall be made in accordance with the Brown Act.**

Section D. Notice of Meetings  
**The Los Angeles Housing Department staff shall mail written notification of regular meetings at least five (5) days prior to the scheduled meeting dates. The Los Angeles Housing Department staff shall post written notification of Special meetings at least twenty-four (24) hours prior to the scheduled meeting dates.** Public notice of such meetings shall be made in accordance with the Brown Act. Use of electronic mail shall, if feasible, be deemed to satisfy the provisions of this Section for all members for whom use of electronic mail is feasible. **The Los Angeles Housing Department staff shall prepare and post notifications of meeting cancellations at least twenty-four (24) hours before the meeting is scheduled to commence in a location open and accessible to the public for the entire 24-hour period. Meeting cancellation notices shall be mailed in writing or by electronic mail, when feasible, to all Committee members.**

Section E. Quorum  
A quorum of all Committee meetings shall consist of 50% +1 of the Committee members of record.

Section F. Official Actions; Recusal  
All official actions by the Committee shall be by a majority vote of members present. If a member is required to abstain from voting, the quorum is not destroyed.

Section G. Robert's Rules of Order  
Robert's Rules of Order (revised) shall govern the Committee meeting procedures in all cases in which they are not in conflict with these Bylaws or legal authority.

Section H. Public Comment  
1. Members of the public shall be allowed to address the Committee on any matter included in the agenda for action by the Committee before action is taken. Members of the public may also address the Committee during public comment periods on any matter not listed in the agenda but under the jurisdiction of the Committee.  
2. The **Chairperson** may limit the time allowed for members of the public to comment before action is taken on an agenda item to a period of up to a ten (10) minutes per agenda item and two (2) minutes per speaker. These limits may be waived by the **Chairperson** or by a vote of six Committee members.

Section I. Maintenance of Records  
1. **The Los Angeles Housing Department staff shall maintain all files containing Committee minutes, correspondence, tapes and records.** Except as may be provided by law, all documents, correspondence, minutes and records are made available to the Committee and members of the public.  
2. **The Committee meeting recordings shall not be removed from the Los Angeles Housing Department except in the manner prescribed by law.** Printed minutes and electronic records are the official records of

any meeting of the Committee and are kept in the care of the Committee staff for not less than the time period required by law. Recordings of Committee meetings are kept in the care of the Committee staff for a period of three years.

#### ARTICLE VIII: ATTENDANCE

1. Excused Absences
  - A. Emergency: Committee members shall notify the **Los Angeles Housing Department staff** that he/she will be/was unable to attend a scheduled meeting by phone or e-mail, and provide a brief explanation of the emergency.
  - B. Non-Emergency: Committee members shall notify the **Los Angeles Housing Department staff** that he/she will not be able to attend a scheduled meeting at least 24-hours in advance via phone or e-mail and provide a brief explanation of the reason for the absence.
  - C. In the event of three (3) consecutive reported excused absences, the **member's** attendance record **shall** be referred to the Membership and By-Laws **Subcommittee** who **shall** review the record and make a determination regarding their continuing membership on the Committee. In the event that the Membership and By-Laws **Subcommittee** **recommends** that the individual be removed from the Committee, they **shall** make that recommendation to the full Committee.
2. Un-excused Absences

Failure of a **member** to attend three **scheduled LACHAC meetings** without prior notification in a twelve (12) month period will result in their removal from the Committee.

#### ARTICLE IX: CONFLICTS OF INTEREST

Committee members are subject to the conflict of interest laws of the City of Los Angeles and the State of California and **they** have adopted a **LACHAC Conflict of Interest Code** as required by these laws, which is incorporated herein by this reference as **Attachment II**. If any member of the Committee believes he or she **may** have a conflict of interest on a matter, he or she **may** seek the advice of the **Office of the City Attorney** before voting on such matter. No Committee member **shall** vote or participate in any deliberation on a matter for which he or she has a conflict of interest. If a member believes he or she has a conflict with a matter under consideration by the full **Committee** or a subcommittee of LACHAC, the member **shall** follow the **LACHAC Conflict of Interest Code, Attachment II**.

#### ARTICLE X: AMENDMENTS

**Proposals to amend these Bylaws may be considered** at any regular or special meeting of the Committee by a two-thirds (2/3) affirmative vote of the **members present** provided such amendments were submitted in writing at least thirty (30) days prior to the meeting. **Any changes to the Bylaws shall be subject to the approval of the Mayor of the City of Los Angeles and the City Council.**

ARTICLE XI: INITIAL ADOPTION

The Mayor of the City of Los Angeles and the City Council initially adopted these Bylaws on May 11, 2001 (CF 00-1422). The bylaws were amended on June 22, 2004, and \_\_\_\_\_.

November 7th 2011  
Date of Adoption

  
\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date of Adoption  
Los Angeles City Council

\_\_\_\_\_  
Date of Concurrence  
Mayor, City of Los Angeles

# Los Angeles County Service Planning Areas

Gorman

Redman

Sandberg

Lake Hughes

Lancaster

Quartz Hill

Green Valley

Lake Los Angeles

Angeles National Forest

Palmdale

**1**

Littlerock

Castro

Agua Dulce

Acton

Vojerme

Verencia

Canyon Country

Saugus

Santa Clarita

Sand Canyon

Stevenson Ranch

**2**

Sylmar

San Fernando

Angeles National Forest

Pico Rivera

Sunland

Tujunga



1 Miles



West Hills

Northridge

Sun Valley

La Cañada-Flintridge

**3**

Westlake Village

Agoura Hills

Hidden Hills

Colesbasas

Woodland Hills

Encino

Sherman Oaks

Universal City

Burbank

Glendale

Altadena

Pasadena

Sierra Medra

Monrovia

Birdbury

Duarte

Azusa

Glendora

La Verne

Malibu

Pacific Palisades

Brentwood

Santa Monica

Venice

Culver City

Orenshaw

Hyde Park

Playa del Rey

El Segundo

Hawthorne

Gardena

Lawndale

Manhattan Beach

Hermosa Beach

Redondo Beach

Hollywood

West Hollywood

Beverly Hills

La Brea

Mid-City

Los Angeles

Jefferson

Vernon

Huntington Park

Florence

Watts

South Gate

Lynwood

East L.A.

Monterey Park

City of Montebello

Commerce

Pico Rivera

Bell Gardens

South El Monte

Valinda

La Puente

Walnut

City of Industry

Diamond Bar

San Marino

South Pasadena

San Gabriel

Temple City

Alhambra

El Monte

Rosemead

Baldwin Park

West Covina

Covina

San Dimas

Claremont

San Gabriel

El Sereno

East L.A.

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## ATTACHMENT H

### **HOPWA Services Solicited Through the 2011 Request for Proposals (RFP)**

This RFP seeks one or more non-profit organizations or governmental housing agencies to implement the program(s) described below.

#### **1. Housing Information Clearinghouse**

The Housing Information Clearinghouse Services program will be responsible for providing internet accessible housing information and referral services to PLWH/A and their families and to agencies providing HOPWA services. Information should be designed to help PLWH/A locate, move into, and retain appropriate affordable housing. Program requirements include the development and maintenance of a centralized countywide database spanning the entire housing continuum (e.g., emergency shelter, transitional housing, licensed residential facilities, permanent housing, and HIV/AIDS service providers). Staff is expected to demonstrate a close working relationship with all HOPWA-funded agencies, the continuum of care, and a keen understanding of all pertinent resources to provide current, accurate, and detailed information and referrals to clients seeking assistance.

#### **2. Emergency Housing and Meal Vouchers**

HOPWA funding is available for the operation of a county-wide central coordinating agency (CCA) to distribute emergency housing and meal vouchers to PLWH/A and their families. Potential clients will be referred by participating HOPWA-funded agencies providing Housing Specialist services. Upon approval by LAHD, non HOPWA-funded agencies may also refer clients provided they have a viable program to help clients locate housing and help them maintain it. Eligible clients are limited to will be homeless PLWH/A and their families who are waiting to move into permanent or transitional housing. The housing must be identified before motel vouchers can be issued. If moving into subsidized or affordable permanent housing, the Housing Specialist must document that an application packet has been submitted and that the client will be moving into permanent housing within 30 days.

The CCA will be required to contract with hotels, motels, and restaurants throughout Los Angeles County to provide emergency housing and meals to PLWH/A and their families for up to a maximum of 30-days in a one-year period. The CCA should consult with the HOPWA-funded agencies that will be referring clients to determine necessary locations of motel/hotel and restaurant vouchers for their programs.

#### **3. Housing Grant Programs: Short-Term Rent, Mortgage, and Utility Assistance Program (STRMU); Permanent Housing Placement Grants (PHP).**

The Housing Grants program funds a county-wide central coordinating agency (CCA) to coordinate and process applications from HOPWA participating referral agencies for both STRMU and PHP.

- **STRMU** provides short-term rent, mortgage, and utility assistance to prevent PLWH/A and their families from becoming homeless during a documented medical emergency or job loss.
- **PHP** provides move-in grants to PLWH/A and their families to pay for security deposits (not to exceed the equivalent of two months rent for the unit), and utility deposits, including electric, gas, water, and trash (telephone and cable are not eligible expenses). PHP grants are for subsidized or non-subsidized permanent housing. Non-subsidized housing must be affordable to the household with the household paying no more than 40% of their gross income for rent.

**4. Emergency, Transitional, and Permanent Housing.** Funding is available to provide emergency, transitional, and permanent housing for PLWH/A and their families, as listed below.

**4-1 Emergency and Transitional Housing:** Funding is for lease and operating costs of emergency shelter and transitional housing. Operating costs include building maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental

**4-2 Permanent Housing: Scattered Site Master Leasing.** Scattered-site housing refers to affordable, permanent housing for PLWH/A and their families. Funding is for agencies to master-lease units from property owners, and then rent these units to qualified PLWH/A and their families as subtenants. At least two units at each site must be master-leased.

**5. Supportive Services.** Funding is available in the two categories below. Agencies that provide emergency, transitional, and permanent housing, TBRA, and PBRA, or that refer their clients for STRMU or PHP grants must provide Housing Specialist services through a HOPWA-funded contract or that wish to refer their clients for STRMU and PHP grants must provide at minimum Housing Specialist services either through

**5-1 Supportive Services in Housing: Emergency, Transitional, and Permanent Housing (includes TBRA and PBRA).** Funding is available for supportive services in emergency, transitional, and permanent housing and for HOPWA clients STRMU, PHP, and tenant or project based rental assistance. Supportive services include:

- Housing Specialist
- Benefits Counselors
- Mental health counseling by qualified counselors
- Substance Abuse Counselors



- Other supportive services may be funded provided the proposal demonstrates the service is consistent with the goals of the HOPWA program.

Supportive services must be provided to all clients who receive HOPWA-funded emergency, transitional, or permanent housing. Supportive services for emergency, transitional, and permanent housing must be provided on-site at the housing facility or at a nearby facility. All services listed above must be provided to clients; however, services may be provided by other funding sources. If this is the case, the agency must submit documentation with the proposal of how these services will be provided and funded. Evidence includes a memorandum of understanding, contract, or other signed agreement with the agency providing services.

**5-2 Other Supportive Services.** Non-profit agencies providing services to PLWH/A may apply for supportive services under one or more of the following categories:

- Housing Specialist services
- Food Services: nutrition assistance, meal preparation and delivery, and/or food banks
- Legal services including eviction prevention and housing advocacy
- Service animal support
- Benefits Counselors
- Tuberculosis and Hepatitis B and C Risk Mitigation and Prevention.

**6. Fiscal Monitoring Services.** Funding is available for providing on-site fiscal reviews, audits, and audit-related services of the HOPWA-funded non profits and government housing agencies. See Exhibit 2 for the proposal requirements, scope of services, and evaluation criteria.



ATTACHMENT I/ MBE.WBE Waiver  
Suzette Flynn <suzette.flynn@lacity.org>

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## Re: Business Inclusion Program

1 message

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**Kecia Washington** <kecia.washington@lacity.org>

Thu, Mar 17, 2011 at 11:06 AM

To: Jing Vida <jing.vida@lacity.org>

Cc: Linda Smith <linda.smith@lacity.org>, "Ita Business Assistance Virtual Network Support (BAVN)" <ITA.BAVN@lacity.org>, Greg Kung <greg.kung@lacity.org>, Renne Gardner <renne.gardner@lacity.org>, Cecilia Rosales <cecilia.rosales@lacity.org>, Suzette Flynn <suzette.flynn@lacity.org>, Todd Wilson <todd.wilson@lacity.org>

The waiver is granted because there are no subcontracting opportunities.

On Thu, Mar 17, 2011 at 10:53 AM, Jing Vida <jing.vida@lacity.org> wrote:

Thank you Kecia. We have sent emails to you last year and this is the first time I have received an email back.

The 10-step requirement will be very detrimental to this RFP.

The new directive itself notes that outreach must be simplified and the scoring and verification of compliance involved in this step is burdensome.

1) Most of these firms are non-profits. In this economic times, most will end up non-responsive if we follow the 10 step that you mentioned. The GFE requires time, resources, and money upfront for advertising and detailed outreach on a contract they they may not even get.

2) We require the expertise of these prime contractors, so there is no subcontracting. To require them to identify potential work for subcontracting, follow up solicitations and notify possible sub-contractors as part of the point system and to be verified and scored would be counter-productive and requires a tremendous amount of work for the City staff.

## ATTACHMENT I/ MBE.WBE Waiver

All of the above are applicable to most of LAHD's potential contracting opportunities.

As part of our ongoing policy, we require that all RFPs have postings in the BAVN. Now in addition, we will be requiring our respondents to register in the BAVN and search for possible subcontractors as you had mentioned.

As to my original question, I am hoping that the language to be included in the RFP does cover the best of both worlds, the ED 2001-06 and the new effort. If there's a concern, please let me know.

*Best Regards,*

Jing Vida

(213) 808-8498

[jing.vida@lacity.org](mailto:jing.vida@lacity.org) (New email)

The old email [jvida@lahd.lacity.org](mailto:jvida@lahd.lacity.org) will no longer work.

9/80 day off: Every other Friday

[www.lahd.lacity.org/lahdinternet/](http://www.lahd.lacity.org/lahdinternet/)

We do not inherit the earth from our ancestors, we borrow it from our children.

~Native American Proverb

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On Thu, Mar 17, 2011 at 9:35 AM, Kecia Washington <[kecia.washington@lacity.org](mailto:kecia.washington@lacity.org)> wrote:

Hi Jing, I received your email 2 days ago and then received a separate followup from Todd. I appear to be missing the four earlier requests you claimed to have sent that went with response. I apologize if I have not been responsive but I do not have any records of request related to this issue other than a request regarding how to post which ITA staff was assisting you with. Never hesitate to follow up with me -- email, voicemail and cellphone.

## ATTACHMENT I/ MBE/WBE Waiver

We have not rolled out the new outreach requirements yet -- training will not occur on this feature until late April/early May (an email with a schedule is expected to go out by Monday am at the latest).

With that being said, we continue to operate under the existing outreach program which requires the 10 steps. Keep in mind that the existing program and ED 14 are not solely subcontracting but also require outreach to primes. Accordingly, if you are claiming there are no subcontracting opportunities and asking for an exemption, there would still be a requirement to outreach to qualified minority, women, small, and other businesses to participate in this opportunity as a prime. This can be done using BAVN and if, after researching available vendors on BAVN, you determine that there are no minority or women or small firms, you are strongly encouraged to identify qualified firms and request they sign up on BAVN to access the opportunity.

On Mon, Mar 14, 2011 at 7:08 PM, Jing Vida <[jing.vida@lacity.org](mailto:jing.vida@lacity.org)> wrote:

Hi Kecia

LAHD has RFPs in the horizon. A few are in the critical stage. HOPWA (Housing Opportunities for People with Aids), for instance, has 34 potential contracts, which has authority to begin April 1. All or most of the potential prime contractors have no subcontracting opportunities and will be tasked to provide emergency shelters, transitional housing, supportive and technical services. The RFP has not been released and the MBE/WBE concerns are paramount. With that, we'd like to request for an exemption of imposing the GFE on this RFP.

Your help is also needed by approving the language below, which will be included in all the LAHD RFP/Qs to address this issue and to comply with the Mayor's new Business Inclusion Outreach program. I understand we have yet to have the training on *the program's implementation, use of BAVN and its new BIO features*. I also would like to know if there is a form (akin to the old GFE form) to include in the RFP/Qs to ensure the contractors/proposers submit the correct requirements and to indicate the PASS/FAIL of the proposal under the BIO program.

Finally, who can we invite to our Proposers' conferences to discuss this new outreach program?

Please see general language below and let us know by Mar. 16, Wednesday noon. If we do not hear from your office, we will go ahead and include this interim language in our current RFPs. Thank you.

## 11. Business Inclusion Outreach Program

The Proposer/Contractor shall submit proof of registration in the Los Angeles Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)); if applicable, identify the organization's certification in any of the following categories: Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Other Business Enterprise (OBE), Small Business Enterprise (SBE), Emerging Business Enterprise and Disabled Veteran Business Enterprise; and comply with the City's Business Inclusion Outreach program.

### H. Proposers' Conference (attendance is mandatory)

A Proposers' Conference (Conference) has been scheduled to answer questions about this RFP/RFQ. At this Conference, City staff will review the RFP/Q document and respond to questions regarding requirements of the RFP/Q. City staff will not provide assistance regarding a proposer's individual project design. Since the City's Business Inclusion Program, which includes outreach to MBE/WBE/OBE, is required of all advertised contracts, all proposers must attend the Conference. **BRING YOUR OWN COPY OF THE RFP/RFQ. NO COPIES WILL BE PROVIDED AT THE CONFERENCE.**

*Best Regards,*

Jing Vida

(213) 808-8498

[jing.vida@lacity.org](mailto:jing.vida@lacity.org) (New email)

The old email [jvida@lahd.lacity.org](mailto:jvida@lahd.lacity.org) will no longer work.

9/80 day off: Every other Friday

[www.lahd.lacity.org/lahdinternet/](http://www.lahd.lacity.org/lahdinternet/)

ATTACHMENT I/ MBE.WBE Waiver

We do not inherit the earth from our ancestors, we borrow it from our children. ~Native American Proverb

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----- Forwarded message -----

From: **Greg Kung** <[greg.kung@lacity.org](mailto:greg.kung@lacity.org)>

Date: Fri, Jan 28, 2011 at 8:52 AM

Subject: Fwd: Business Inclusion Program

To: Jing Vida <[jing.vida@lacity.org](mailto:jing.vida@lacity.org)>

not sure if you're getting this.

----- Forwarded message -----

From: **Ita Business Assistance Virtual Network Support (BAVN)**

<[ita.bavn@lacity.org](mailto:ita.bavn@lacity.org)>

Date: Fri, Jan 21, 2011 at 1:06 PM

Subject: Business Inclusion Program

To: [LABAVNOPPORTUNITIES@listserv.lacity.org](mailto:LABAVNOPPORTUNITIES@listserv.lacity.org)

On January 12, 2011 Mayor Antonio Villaraigosa signed Executive Directive 14, the Business Inclusion Program. A link to this new Directive and summary is attached. Over the next few months, we will provide you with updates on implementation including vendor training. Stay tuned.

—  
Regards,

BAVN Support

[ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org)  
City of Los Angeles

ATTACHMENT I/ MBE.WBE Waiver

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Kecia M. Washington  
Managing Director  
Mayor's Office of Economic and Business Policy  
[www.losangelesworks.org](http://www.losangelesworks.org)

office (213) 978 2029  
cell (213) 304 7715

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Kecia M. Washington  
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office (213) 978 2029  
cell (213) 304 7715

## ATTACHMENT K

## 2011 HOPWA RFP Mailing List

	Name of Org	Address	City	State	Zip
1	A Community of Friends	3701 Wilshire Blvd, Ste 700	Los Angeles	CA	90010
2	A to Z Community Resources	9626 S Eighth Ave.	Inglewood	CA	90305
3	Activities for Retarded Children	6456 Whitsett Ave	North Hollywood	CA	91606
4	Agape Christian Fellowship	12700 S. Main St.	Los Angeles	CA	90061
5	Agape Christian Shelter- says closed on net	5214 South Hoover	Los Angeles	CA	90037
6	AIDS Awareness and Care - same as Catalyst	44758 Elm Ave.	Lancaster	CA	93534
7	AIDS Healthcare Foundation	6255 West Sunset Blvd., 21st Fl	Los Angeles	CA	90028
8	AIDS Project Los Angeles	611 S Kingsley Dr	Los Angeles	CA	90005
9	AIDS Service Center	909 S Fair Oaks Ave	Pasadena	CA	91105
10	Akila Concepts, Inc.	542 East Carson St.	Carson	CA	90745
11	Alliance for Housing and Healing dba Aid for	825 Colorado Blvd, Suite 100	Los Angeles	CA	90041
12	Altamed Health Services	500 Citadel Dr. #490	Los Angeles	CA	90040
13	Alternative Living for the Aged	937 North Fairfax Ave.	West Hollywood	CA	90046
14	American Philanthropy	3917 Santa Rosalia Dr.	Los Angeles	CA	90008
15	Antelope Valley Domestic Violence Council	P.O. Box 2980	Lancaster	CA	93539
16	APA - is this amer philanthropy?	3917 Santa Rosalia Dr.	Los Angeles	CA	90008
17	APCTC	520 South Lafayette Park Place, #300	Los Angeles	CA	90057
18	Asset Development Group	12437 Miles St.	Cerritos	CA	90703
19	Assistance League of Southern California	1370 North St. Andrews Place	Hollywood	CA	90028
20	Aviva Ctr - Hamburger Home	7120 Franklin Ave	Los Angeles	CA	90046
21	Beacon House	1003 S Beacon St	San Pedro	CA	90731
22	Beyond Shelter	1200 Wilshire Blvd, Ste 600	Los Angeles	CA	90017
23	Bienestar	5326 East Beverly Blvd.	Los Angeles	CA	90022
24	Billy Winston	1660 1/2 West 36th Place	Los Angeles	CA	90018
25	Blue Collar Connection	5441 Crenshaw Blvd.	Los Angeles	CA	90043
26	Blue Collar Connection	9118 Laguna Lake Way	Elk Grove	CA	95758
27	Boys Republic	1907 Boys Republic Drive	Chino	CA	91709
28	BSAM Group	1636 South St. Andrews Place, #1	Los Angeles	CA	90019
29	C.W. Sr Citizen Shelter	1249 West Martin Luther King Blvd	Los Angeles	CA	90037
30	Cabrillo Economic Development Corp.	11011 Azahar St.	Saticoy	CA	93004
31	California Hispanic Commission	5101 Florence Ave # 9	Bell	CA	90201
32	Caring for Babies with AIDS	P.O. Box 351535	Los Angeles	CA	90035
33	Casa De Rosas	2600 South Hoover St.	Los Angeles	CA	90007
34	Case Management Non Profit Corp	5303 S. Gramercy Pl.	Los Angeles	CA	90062
35	Catalyst Foundation	44758 Elm Ave.	Lancaster	CA	93534
36	Catherine Henderson	711 Grant St., #6	Santa Monica	CA	90405
37	Catholic Charities	4665 Willowbrook Ave.	Los Angeles	CA	90029
38	Catholic Charities of Los Angeles	1531 West Ninth St.	Los Angeles	CA	90015
39	Christ Residential Facilities	3432 West 80th St.	Inglewood	CA	90305
40	Christian Outreach Appeal	515 E. Third St.	Long Beach	CA	90802
41	City Maintenance	15827 Loukelton Str.	La Puente	CA	91744
42	City of LA CDD	1200 W. 7th St., #4-6	Los Angeles	CA	90017
43	City of Oxnard	1470 Colonia Road	Oxnard	CA	93030
44	ClearPoint Credit Counseling Solutions	6001 E Washington Blvd, Suite 200	Commerce	CA	90040
45	Coachella Valley Housing Community	45-701 Monroe St., #G	Indio	CA	92201
46	Coalition of Mental Health Professionals	9225 S Broadway	Los Angeles	CA	90003
47	Community Actively Living Independent and Free	634 S. Spring St, 2nd Fl	Los Angeles	CA	90014
48	Community Centers, Inc.	7518 South Vermont Ave.	Los Angeles	CA	90044
49	Community Corporation of Santa Monica	1423 Second St., #B	Santa Monica	CA	90401
50	Community Rehabilitation Services	4716 East Cesar Chavez Ave.	Los Angeles	CA	90022
51	Community Rehabilitation Services	4716 East Cesar Chavez Ave.	Los Angeles	CA	90022
52	Concerned Citizens of South Central	4707 South Central Ave.	Los Angeles	CA	90011
53	Continental Financial	940 S. Florence, PMB 510	Inglewood	CA	90301
54	Covenant Comm Development Corporation	P.O. Box 6374	Altadena	CA	91003
55	Covenant House California	1325 North Western Ave.	Hollywood	CA	90027
56	Curry Temple Comm Dvlpmnt Corp.	307 North Tamarind Ave., #4c	Compton	CA	90220



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**2011 HOPWA RFP Mailing List**

	<b>Name of Org</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
57	Department Of Mental Health	550 South Vermont Ave., 12th Floor	Los Angeles	CA	90020
58	Department of Public Social Services	12860 Crossroads Parkway	Industry	CA	91746
59	Department Of Rehabilitation	1045 West Redondo Beach Blvd., #180	Gardena	CA	90247
60	Department of Rehabilitation	4300 Long Beach Blvd., Ste. 200	Long Beach	CA	90807
61	Dept. of Housing and Urban Development	611 W. 6th St, Suite 801	Los Angeles	CA	90017
62	Didi Hirsch Community Health Center	11133 Washington Blvd	Culver City	CA	90232
63	DMH Homeless & Housing	695 S. Vermont Ave, 10th Fl	Los Angeles	CA	90005
64	Downtown Womens Center	442 S San Pedro St	Los Angeles	CA	90013
65	Drew Child Development Corp	1770 East 118th St.	Los Angeles	CA	90059
66	Dunbar Economic Development Corporation	4227 South Central Ave	Los Angeles	CA	90011
67	East San Gabriel Valley ROP	1501 West Del Norte St.	West Covina	CA	91790
68	Ellen Snead is this a person?	3655 Mount Vernon Dr.	Los Angeles	CA	90008
69	Ephesus Seventh Day Adventist	8306 Wilshire Blvd., #126	Beverly Hills	CA	90211
70	Esparanza Charities	1000 S. Fremont Ave. #33	Alhambra	CA	91803
71	Esperanza Community Hsg	621 West Adams Blvd.	Los Angeles	CA	90007
72	Exodus Youth & Family Services	9618 Grape St.	Los Angeles	CA	90002
73	Faithful Service Outreach	1416 West 37th Dr.	Los Angeles	CA	90018
74	Family Shelter for the Homeless	123 East 14th St.	Long Beach	CA	90813
75	Fannie L. Jackson	2850 Managua Pl.	Hacienda Heights	CA	91745
76	Foothill AIDS Project	233 West Harrison Ave.	Claremont	CA	91711
77	Gateways Hospital & MHC	1891 Effie St.	Los Angeles	CA	90026
78	Good Shepherd Center	267 North Belmont Ave.	Los Angeles	CA	90026
79	Good Shepherd Center for Homeless Women	1650 Rockwood St.	Los Angeles	CA	90026
80	Gramercy Housing Group	1824 Fourth Ave.	Los Angeles	CA	90019
81	Greater Pomona Hsg Dvlpmnt	755 North Palomares St.	Pomona	CA	91767
82	Gumbiner Family Foundation	5318 East Second St., #223	Los Angeles	CA	90803
83	Habitat for Humanity	167 Lambert, #115	Oxnard	CA	93030
84	Harbor Interfaith Shelter	663 West Tenth St.	San Pedro	CA	90731
85	Harbor Interfaith Shelter	670 West Ninth St.	San Pedro	CA	90731
86	Harmony Matters Collective	1848 West 50th St.	Los Angeles	CA	90062
87	High Desert Hospital/AV-Hope	4490 North 60th St.	West Lancaster	CA	93536
88	Higher Goals Inc.	10510 S. Vermont Ave.	Los Angeles	CA	90044
89	Hillview Mental Health Center	12450 Van Nuys Blvd	Pacoima	CA	91331
90	Hobson Real Estate	3716 W. 54th St.	Los Angeles	CA	90043
91	Hollywood Community Housing Corporation	5020 W. Santa Monica Blvd	Hollywood	CA	90029
92	Home Ownership Made Easy	5901 Green Valley Circle, #320	Culver City	CA	90230
93	Homeaid Orange County	17744 Sky Park Circle, Ste. 170	Irvine	CA	92614
94	Homes for Life Foundation	8939 S. Sepulveda Blvd #460	Los Angeles	CA	90045
95	Hope-Net	760 South Westmoreland Ave.	Los Angeles	CA	90005
96	Hospital Home Health Care	2601 Airport Dr., #110	Torrance	CA	90505
97	House of Uhuru	8005 South Figueroa	Los Angeles	CA	90003
98	Housing Association of City Kern	2608 Cedar St.	Bakersfield	CA	93301
99	Housing Relief	P.O. Box 57433	Sherman Oaks	CA	91413
100	Humana Economic Development Group	10816 So. Western Ave.	Los Angeles	CA	90047
101	I.U.C.	1350 Rimpau Blvd.	Los Angeles	CA	90019
102	Independent Living Center of Southern California	14407 Gilmore St.	Van Nuys	CA	91401
103	INFO LINE of Los Angeles	P.O. Box 726	San Gabriel	CA	91776
104	Information & Referral Federation of Los Angeles	P.O. Box 726	San Gabriel	CA	91778
105	Inglewood Neighborhood Housing Services, Inc.	335 East Manchester Blvd.	Inglewood	CA	90301
106	Inner City Deliverance	2265 Westwood Blvd #333	Los Angeles	CA	90064
107	Irvine Campus Hsg Authority	22 Los Trancos	Irvine	CA	92715
108	Jenesse Center	P.O. Box 8476	Los Angeles	CA	90008
109	Jewish Family Services	827 South Gramercy Place	Los Angeles	CA	90005
110	JWCH Institute	1910 West Sunset Blvd.	Los Angeles	CA	90005
111	Kathy Bonner	4019 E. Marcelle St.	Rancho	CA	90221
112	Kay Cho	Post Office Box 2598	Fullerton	CA	92833

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	Name of Org	Address	City	State	Zip
113	King Drew Substance Abuse Treatment	9307 South Central Ave.	Los Angeles	CA	90002
114	Korean American Coalition	3727 West A Sixth St., #515	Los Angeles	CA	90020
115	La Cada	11015 Bloom Field Ave.	Santa Fe Springs	CA	90670
116	La Habra Neighborhood Housing Services	350 South Hillcrest St.	La Habra	CA	90631
117	La Mal Enterprises, Incorporated	10425 South Western Ave.	Los Angeles	CA	90047
118	LAC + USC Violence Intervention Program	P.O. Box 31158	Los Angeles	CA	90031
119	LAC + USC Violence Intervention Program	1721 Griffen Ave	Los Angeles	CA	90031
120	LAHSA	453 S. Spring St.	Los Angeles	CA	90013
121	LAMP	526 S San Pedro St	Los Angeles	CA	90013
122	LAMWOA	1920 Peyton Ave., #313	Burbank	CA	91504
123	Landmark Development	123 South Figueroa, ##335	Los Angeles	CA	90012
124	Legal Aid	1550 West Eighth St.	Los Angeles	CA	90017
125	Legend Lady, Inc.	222 E. 76th St.	Los Angeles	CA	90003
126	Lily of the Valley Baptist Church	P.O. Box 470148	Los Angeles	CA	90047
127	Little Fellowship M.B.C.	P.O. Box 512143	Los Angeles	CA	90051
128	Little Tokyo Service Center	112 North San Pedro St., #109	Los Angeles	CA	90012
129	Long Beach Health Department	2525 Grand Ave.	Long Beach	CA	90815
130	Los Angeles Agape Outreach Ministries	1122 West King Blvd.	Los Angeles	CA	90037
131	Los Angeles City Housing Department	8121 Van Nuys Blvd., #420	Panorama City	CA	91401
132	Los Angeles Community Design Center	701 E. 3rd St. #400	Los Angeles	CA	90013
133	Los Angeles County Department of Mental	550 South Vermont Ave.	Los Angeles	CA	90020
134	Los Angeles County Housing Development Corp.	2 Coral Circle	Monterey Park	CA	91755
135	Los Angeles County Oapp	600 South Commonwealth Ave.	Los Angeles	CA	90005
136	Los Angeles County Probation	9150 East Imperial Hwy.	Downey	CA	90242
137	Los Angeles Family Housing Corporation	7843 Lankershim Blvd.	North Hollywood	CA	91605
138	Los Angeles House of Ruth	P.O. Box 33288	Los Angeles	CA	90033
139	Los Angeles Housing Department	1200 W. 7th St., 9th Floor	Los Angeles	CA	90017
140	Los Angeles Housing Department	1200 W. 7th St., 9th Floor	Los Angeles	CA	90017
141	Los Angeles Housing Partnership	515 South Figueroa St., #1910	Los Angeles	CA	90071
142	Los Angeles Police Department	3353 San Fernandi Road	Los Angeles	CA	90065
143	Los Angeles Wings of Faith	9626 Avalon Blvd.	Los Angeles	CA	90003
144	Lutheran Social Services	6475 Tyrone Ave.	Van Nuys	CA	91401
145	M.J.B. Transitional Recovery, Incorporated	11152 South Main St.	Los Angeles	CA	90061
146	Mabel Wedlaw	P.O. Box 78242	Los Angeles	CA	90016
147	McArthur Senior Center	5221 Bothwell	Tarzana	CA	90356
148	Mental Health America of Los Angeles	100 W. Broadway #5010	Long Beach	CA	90802
149	Mental Health Professionals, Incorporated	9130 South Figueroa	Los Angeles	CA	90003
150	Minority AIDS Consortium	2610 Industry Way	Lynwood	CA	90262
151	Minority AIDS Project	5149 West Jefferson Blvd.	Los Angeles	CA	90016
152	Missionaries of Charity	10950 California Ave.	Lynwood	CA	90262
153	Montebello Housing Development	1600 W. Beverly Blvd.	Montebello	CA	90640
154	Nancy Lewis & Associate	3306 Club Dr.	Los Angeles	CA	90064
155	National Affordable Housing Trust	1300 Main St.	Cincinnati	OH	45202
156	National Association of Real Estate Brokers	4401 South Crenshaw Blvd., #214	Los Angeles	CA	90043
157	Neighborhood Economic and Education	11530 South Normandie Ave., #2	Los Angeles	CA	90044
158	Neighborhood Effort	15303 Ventura Blvd #250	Sherman Oaks	CA	91403
159	New Economics for Women	303 Loma Dr.	Los Angeles	CA	90017
160	New West Technical Academy	10513 Vermont Ave.	Los Angeles	CA	90014
161	Nichelle Ricks Housing Corporation	15547 Georgia Ave.	Paramount	CA	90723
162	Oasis House	P.O. Box 77709	Los Angeles	CA	90007
163	Oasis House	5201 South Vermont Ave.	Los Angeles	CA	90037
164	Ocean Park Community Center	1453 16th St	Santa Monica	CA	90404
165	Old Timers Foundation	16707 Marygold Ave.	Fontana	CA	92335
166	On Your Feet	115 W. California Blvd	Pasadena	CA	91105
167	Operation Warm-Up	125 North Harrison	Oxnard	CA	93031
168	Orange Cty Comm Housing	1833 East 17th St., #207	Santa Ana	CA	92701

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**2011 HOPWA RFP Mailing List**

	<b>Name of Org</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
169	Orange Housing Development	217 East Chapman Ave.	Orange	CA	92666
170	P.A.T.H	2346 Cotner Ave.	Los Angeles	CA	90064
171	Pacific Oaks	Five Westmoreland Place	Pasadena	CA	91103
172	Palace of Venice	1727 Crenshaw Blvd.	Los Angeles	CA	90019
173	Para Los Niños	500 Lucas Ave	Los Angeles	CA	90017
174	Parents of Watts	10828 Lou Dillion	Los Angeles	CA	90059
175	Partners for a Revitalized Comm	P.O. Box 595	Banning	CA	92220
176	Pasadena Community Development Commission	649 N. Fair Oaks, 2nd Fl	Pasadena	CA	91109
177	Patterns	12917 Cerise Ave.	Hawthorne	CA	90250
178	Peace and Joy Care Center	17613 Amantha Ave.	Carson	CA	90746
179	People in Progress	8140 Sunland Blvd.	Sun Valley	CA	91353
180	Personal Assistance Services Council of LA	4730 Woodman Ave., #405	Sherman Oaks	CA	91423
181	Phillip Randolph Comm Devlpmnt	P.O. Box 2506	Bakersfield	CA	93302
182	Pico Union Hsg Corp	1625 South Toberman St.	Los Angeles	CA	90015
183	Polis Consulting	2118 Wilshire Blvd #1154	Santa Monica	CA	90403
184	Portals	2500 Wilshire #500	Los Angeles	CA	90057
185	Prayer Time Mission	10510 South Vermont	Los Angeles	CA	90044
186	PRCC	1415 North Garfield Ave.	Pasadena	CA	91104
187	Project Angel Food	7574 Sunset Blvd.	Los Angeles	CA	90046
188	Project Home Run	2101 North Waterman Ave.	San Bernardino	CA	92404
189	Project New Hope	1004 Echo Park Ave	Los Angeles	CA	90015
190	Project Paycheck	566 South San Pedro St.	Los Angeles	CA	90013
191	Prospective Homeowners Assoc.	P.O. Box 18901	Los Angeles	CA	90018
192	Que-Up	P.O. Box 61645	Los Angeles	CA	90061
193	Rainbow Services	453 W. 7th St.	San Pedro	CA	90731
194	Rakestraw Memorial Education Center	5139 South Main St.	Los Angeles	CA	90037
195	Restore	P.O. Box 19790	Los Angeles	CA	90019
196	Rich Consulting Services	741 Kirkwood Lane	La Habra	CA	90631
197	Rio Hondo Temporary Home	12300 Fourth St., #213	Norwalk	CA	90650
198	Rite Start Supported Living Services	550 East Carson Plaza Dr., #105	Carson	CA	90746
199	S.L. Jackson	2850 Mantgua Place	Hacienda Heights	CA	91745
200	Salvation Army	900 W. James M. Wood Blvd	Los Angeles	CA	90015
201	Salvation Army Bethesda House	832 West 9th St.	Los Angeles	CA	90015
202	San Fernando Valley Comm. Mental Health Dept	6931 Van Nuys Blvd	Van Nuys	CA	91605
203	San Fernando Valley Interfaith Council	10824 Topanga Canyon Blvd.	Chatsworth	CA	91311
204	Santa Barbara City Mental Hospital	300 North San Antonio Road	Santa Barbara	CA	93110
205	SCHARP	2610 Industry Way	Lynwood	CA	90262
206	Search to Involve Pilipino Americans	3200-A W. Temple St.	Los Angeles	CA	90026
207	Second Chance Recovery Home	3516-1/2 Victoria Ave	Los Angeles	CA	90016
208	SEI Management	15840 Ventura Blvd., #208	Encino	CA	91436
209	Shelter Partnership	523 West Sixth St., #616	Los Angeles	CA	90014
210	Shields for Families	P.O. Box 59313	Los Angeles	CA	90059
211	Skid Row Housing Trust	1317 East Seventh St.	Los Angeles	CA	90021
212	So Bay Service Center	7522-26 South Vermont Ave.	Los Angeles	CA	90044
213	So. CA Alcohol and Drug Programs	11500 Paramount Blvd	Downey	CA	90241
214	Social Concerns of Southern California	12930 North Lime Ave.	Compton	CA	90221
215	Solutions 2000	9118 Laguna Lake Way	Elk Grove	CA	95758
216	South Bay Free Clinic	710 Pier Ave.	Hermosa Beach	CA	90254
217	South Bay Service Center	7522-26 South Vermont Ave.	Los Angeles	CA	90044
218	South Central Family Center	9626 South Avalon Blvd.	Los Angeles	CA	90003
219	South Central Health and Rehabilitation	2610 Industry Way	Lynwood	CA	90262
220	South Central LA Regional Center	650 W. Adams Blvd.	Los Angeles	CA	90007
221	Southern California Rehabilitation Services	12458 Rives Ave.	Downey	CA	90242
222	Special Services for Groups	605 West Olympic Blvd., #600	Los Angeles	CA	90015
223	SRO Housing Corporation	354 South Spring St., #400	Los Angeles	CA	90013
224	SSG/Asian Pacific	1310 Wilshire Blvd	Los Angeles	CA	90010

**ATTACHMENT K**

**2011 HOPWA RFP Mailing List**

	<b>Name of Org</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
225	St. Joseph Center	204 Hampton Dr.	Venice	CA	90291
226	St. Mary's Care Program	411 East Tenth St., #202	Long Beach	CA	90813
227	Stop the Violence Foundation	2930 West Imperial Hwy., #405	Inglewood	CA	90303
228	Susan Phipps-Carr	2255 W. Ave. D	Palmdale	CA	93551
229	T T I Drugbusters	P.O. Box 10291	Beverly Hills	CA	90213
230	Tarzana Treatment Center	18646 Oxnard St.	Tarzana	CA	91356
231	Testimonial Comm Love Ctr	5721 South Western Blvd	Los Angeles	CA	90062
232	Thatcher Educational Program	1129 Browning Blvd.	Los Angeles	CA	90037
233	The Related Companies	333 S. Grand Ave. #4050	Los Angeles	CA	90071
234	The Related Companies of California	18201 Von Karman Ave., Ste. 900	Irvine	CA	92612
235	The Salvation Army	P.O. Box 752	Oxnard	CA	93032
236	The WIW Project	13900 Studebaker Road, #26	Norwalk	CA	90650
237	Tower Homes Corp	4323 East Rosecrans Ave.	Compton	CA	90221
238	Travelers Aid Society	1720 North Gower St.	Los Angeles	CA	90028
239	Tri City Mental Health Ctr	2008 North Garey St., #2A	Pomona	CA	91767
240	Triangle Christian, Inc.	9122 South San Pedro Ave.	Los Angeles	CA	90001
241	United Comm. Social Service	512 N. Mariposa Ave.	Los Angeles	CA	90004
242	United Housing	P.O. Box 36836	Los Angeles	CA	90036
243	Upward Bound House	1008 Eleventh St.	Santa Monica	CA	90403
244	Venice Community Housing Corp.	720 Rose Ave	Venice	CA	90291
245	Venice Community Housing Corp.	720 Rose Ave	Venice	CA	90291
246	Venice Family Clinic	604 Rose Ave.	Venice	CA	90291
247	Vermont Slauson Economic Development	5918 South Vermont Ave.	Los Angeles	CA	90044
248	Vicki Smith	P.O. Box 6446	Concord	CA	94524
249	Violence Intervention Program	P.O. Box 31158	Los Angeles	CA	90031
250	Walden House	149 West 22nd St.	Los Angeles	CA	90007
251	Ward Economic Dvlpmnt	P.O. Box 77391	Los Angeles	CA	90007
252	Wats/CRC	8005 South Figueroa	Los Angeles	CA	90003
253	Watts Health Foundation	10300 South Compton Ave.	Los Angeles	CA	90021
254	Watts Labor Community Action	10950 South Central Ave.	Los Angeles	CA	90059
255	WCCS	P.O. Box 404	Whittier	CA	90608
256	WCIL	12901 Venice Blvd.	Los Angeles	CA	90066
257	Weingart Center Association	566 South San Pedro St.	Los Angeles	CA	90013
258	West Angeles Community Dev. Corp.	3045 South Crenshaw Blvd.	Los Angeles	CA	90016
259	West Hollywood Community	8285 Sunset Blvd., #3	West Hollywood	CA	90046
260	West Los Angeles Community Development	3045 Crenshaw Blvd.	Los Angeles	CA	90016
261	Westside Center for Independent Living	12901 Venice Blvd.	Los Angeles	CA	90066
262	Westwood Transitional Village - Salvation Army	1401 So. Sepulveda Blvd., #106	Los Angeles	CA	90025
263	Winston Mercurius	4702 Shadeway Rd.	Lakewood	CA	90713
264	Women Advancing the Valley Through Education	P.O. Box 950883	Mission Hills	CA	91395
265	Women for Sobriety Center	1422 South Wilton Place	Los Angeles	CA	90019
266	Yolanda Simmons	1825 Middleton Place	Los Angeles	CA	90062
267	Youth Intervention Program	P.O. Box 470200	Los Angeles	CA	90047
268	YWCA of Santa Monica	2019 14th St.	Santa Monica	CA	90405

## ATTACHMENT L

### HOPWA RFP Section ILL, Proposal Submissions

#### L. Proposal Submission

The original proposal, together with four (4) complete copies, must be either hand-delivered or sent via the U.S. Postal Service, a commercial carrier, or self-metered and received by LAHD no later than 3:00 p.m. PST August 4, 2011. Proposals received after this time will not be accepted.

If the U.S. Postal Service is used, proposals should be sent by certified mail and the submitting organization should retain a receipt showing a legible postmark date. If a commercial carrier is used, the submitting organization should obtain and keep the receipt showing the legible shipping date.

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be reviewed. All proposals received after 3:00 p.m. PST on August 5, 2011 will be returned unopened to proposers.

The original, with "Original" on the cover page, and four (4) copies must be submitted to:  
**Los Angeles Housing Department**  
**HOPWA Program RFP**  
**1200 W. 7<sup>th</sup> St., 9<sup>th</sup> Floor**  
**Los Angeles, CA 90017**

Acceptance of a proposal does not constitute a contract and does not obligate the City to award funds.

**ATTACHMENT M**

**2011 HOPWA RFP Appellants and Appeal Results**

<b>Appellants</b>	<b>Reason Agency was Not Recommended for Funding</b>	<b>Appeal Results</b>
People Assisting the Homeless (PATH)	Submitted proposal after the deadline. Proposal returned unread and unscored.	Submitted appeal letter to LAHD General Manager; appeal denied based on RFP which states late proposal will be returned unread. Proposal was not evaluated.
<i>Appeal Hearing, October 17, 2011</i>		
<i>3 Appellants:</i>		
Common Ground	Did not achieve the minimum score of 70 required to be recommended for funding	Upheld
HIV/AIDS Legal Services Alliance	Was not the highest scorer in the legal services category; the highest scoring agency, Inner City Law Center, was recommended for funding	Upheld
Special Services for Groups (SSG)	Poor performance in another contract funded by the City	Overturned. Panel determined that the poor performance in one contract did not constitute a history of poor performance. Additionally, the HOPWA contract would be handled by a different unit in the agency. SSG was subsequently offered a HOPWA contract.

**ATTACHMENT N**

**Connections Continuing Client List**

Names have been deleted in compliance with HOPWA privacy regulations

	Last Name	First Name	Sec Dep	Tenant Rent	HAP	Percent Median Income	ANNUAL INCOME	Hispanic Y/N	Race	Size of Household	Unit bedroom size	Type of Household	Payment Made to	New Contract?	Voucher Date	Lease Date	Client Status	Estimated Transition Date	# of Mos In program	Age	Gender	Prior Living Situation
1			\$850	\$205	\$645	30%	\$10,812	N	2	1	0		Landlord	No		10/15/2010		4/1/2012	7	27	M	Homeless
2			\$0	\$185	\$725	30%	\$10,380	Y	2	1	1		Landlord	Yes		12/16/2010		6/1/2012	5	33	M	Homeless
3			\$2,000	\$356	\$687	30%	\$19,872	N	2	1	2	Dis	Landlord	No		6/21/2010		12/1/2011	11	26	M	Homeless
4			\$880	\$147	\$733	30%	\$10,140	Y	1	1	1		Landlord	No		12/26/2010		6/1/2012	5	56	M	Homeless
5			\$1,075	\$428	\$647	30%	\$19,812	Y	1	1	1		Landlord	No		12/17/2010		6/1/2012	5	33	F	Homeless
6			\$804	\$21	\$783	30%	\$3,828	Y	1	1	1	Dis	Landlord	No		7/20/2010		1/1/2012	10	56	M	Homeless
7			\$1,090	\$160	\$617	30%	\$10,140	N	2	2	1		Landlord	No		9/10/2010		3/1/2012	8	48	M	Homeless
8			\$0	\$241	\$850	30%	\$12,480	Y	1	1	1		Landlord	No		12/1/2010		6/1/2012	5	33	M	Homeless
9			\$973	\$53	\$920	30%	\$2,652	N	2	1	0		Landlord	Yes		4/1/2011		10/1/2012	1	50	M	Homeless
10			\$1,800	\$245	\$960	30%	\$13,428	N	1	1	1		Landlord	No		1/18/2011		7/1/2012	4	59	M	Homeless
11			\$700	\$182	\$533	30%	\$10,140	Y	2	1	0		Landlord	Yes		4/1/2011		10/1/2012	1	23	M	Homeless
12			\$1,025	\$144	\$788	30%	\$10,140	N	2	1	1		Landlord	Yes		3/2/2011		9/1/2012	2	48	M	Homeless
13			\$0	\$533	\$217	30%	\$0	N	1	1	1		Landlord	No		7/21/2010		1/1/2012	10	38	M	Homeless
14			\$2,000	\$193	\$657	30%	\$11,268	N	2	1	1		Landlord	No		1/4/2011		7/1/2012	4	43	M	Homeless
15			\$1,250	\$188	\$645	30%	\$10,140	N	1	1	1		Landlord	No		11/1/2010		5/1/2012	6	41	F	Homeless
16			\$1,100	\$26	\$1,074	30%	\$4,452	N	2	1	1		Landlord	No		1/19/2011		7/1/2012	4	39	M	Homeless
17			\$900	\$142	\$768	30%	\$10,140	N	2	1	1		Landlord	Yes		2/17/2011		8/1/2012	3	51	M	Homeless
18			\$700	\$175	\$847	30%	\$10,140	N	2	1	2		Landlord	No		10/1/2010		4/1/2012	7	26	M	Homeless
19			\$1,860	\$270	\$660	30%	\$13,128	N	1	1	1		Landlord	No		11/1/2010		5/1/2012	6	39	M	Homeless
20			\$0	\$245	\$813	30%	\$11,532	N	1	1	1		Landlord	No		10/5/2010		4/1/2012	7	43	M	Homeless
21			\$842	\$132	\$710	30%	\$7,788	Y	1	1	1		Landlord	No		10/1/2010		4/1/2012	7	54	M	Homeless
22			\$1,075	\$615	\$360	30%	\$27,300	Y	1	1	1		Landlord	No		10/14/2010		4/1/2012	7	48	M	Homeless
23			\$244	\$223	\$661	30%	\$0	N	1	1	0	Dis	Landlord	No		4/20/2010		10/1/2011	13	50	M	Homeless
24			\$1,096	\$145	\$951	30%	\$9,360	N	2	1	2		Landlord	No		1/15/2011		7/1/2012	4	26	M	Homeless
25			\$0	\$12	\$1,073	30%	\$3,792	N	2	1	1		Landlord	No		12/11/2010		6/1/2012	5	58	M	Homeless
26			\$2,078	\$4	\$1,035	30%	\$2,652	Y	1	1	1		Landlord	No		11/3/2010		5/1/2012	6	30	M	Homeless
27			\$1,200	\$17	\$1,083	30%	\$3,588	Y	1	1	1		Landlord	No		12/28/2010		6/1/2012	5	41	M	Homeless
28			\$1,580	\$13	\$777	30%	\$2,652	N	1	1	1		Landlord	No		2/10/2010		8/1/2011	15	33	M	Homeless
29			\$1,800	\$266	\$467	30%	\$23,568	Y	1	4	3		Landlord	No		7/14/2010		1/1/2012	10	27	F	Homeless
30			\$2,000	\$197	\$822	30%	\$2,400	N	2	1	1		Landlord	No		8/7/2010		2/1/2012	9	44	F	Homeless
31			\$950	\$196	\$754	30%	\$10,140	N	1	1	1		Landlord	No		11/1/2010		5/1/2012	6	48	M	Homeless
32			\$1,200	\$161	\$744	30%	\$10,140	N	1	1	1		Landlord	No		12/10/2010		6/1/2012	5	45	F	Homeless
33			\$500	\$158	\$769	30%	\$0	Y	1	1	1		Landlord	No		9/9/2010		3/1/2012	8	45	M	Homeless
34			\$1,150	\$102	\$973	30%	\$7,800	Y	1	1	1		Landlord	No		12/4/2010		6/1/2012	5	45	M	Homeless
35			\$1,010	\$81	\$929	30%	\$9,132	N	1	1	1		Landlord	Yes		3/1/2011		9/1/2012	2	30	F	Homeless
36			\$500	\$314	\$691	30%	\$7,488	N	2	1	2	Dis	Landlord	No		5/5/2010		11/1/2011	12	25	M	Homeless
37			\$1,137	\$241	\$896	30%	\$10,140	Y	1	1	1		Landlord	No		2/16/2011		8/1/2012	3	51	M	Homeless
38			\$950	\$182	\$758	30%	\$21,852	N	2	1	1		Landlord	No		8/27/2010		2/1/2012	9	49	M	Homeless
39			\$1,924	\$93	\$869	30%	\$0	N	2	1	1		Landlord	No		9/3/2010		3/1/2012	8	22	F	Homeless
40			\$250	\$6	\$724	30%	\$2,256	N	2	1	0		Landlord	No		3/1/2011		9/1/2012	2	34	F	Homeless
41			\$399	\$166	\$774	30%	\$10,020	N	2	1	1		Landlord	No		2/27/2011		8/1/2012	3	58	F	Homeless
42			\$250	\$5	\$890	30%	\$2,652	N	2	1	1		Landlord	No		2/1/2011		8/1/2012	3	38	M	Homeless
43			\$950	\$161	\$789	30%	\$10,140	N	2	1	1		Landlord	Yes		2/4/2011		8/1/2012	3	51	F	Homeless

	Last Name	First Name	Sec Dep	Tenant Rent	HAP	Percent Median Income	ANNUAL INCOME	Hispanic Y/N	Race	Size of Household	Unit bedroom size	Type of Household	Payment Made to	New Contract?	Voucher Date	Lease Date	Client Status	Estimated Transltion Date	# of Mos In program	Age	Gender	Prior Living Situation
44			\$1,780	\$171	\$719	30%	\$10,380	N	2	1	1		Landlord	Yes		1/1/2011		7/1/2012	5	38	M	Homeless
45			\$689	\$506	\$523	30%	\$0	Y	1	1	1		Landlord	No		9/9/2010		3/1/2012	8	41	M	Homeless
46			\$950	\$199	\$704	30%	\$10,380	Y	1	1	1		Landlord	No		11/11/2010		5/1/2012	6	45	M	Homeless
47			\$800	\$119	\$891	30%	\$10,140	N	1	1	1		Landlord	Yes		3/1/2011		9/1/2012	2	55	M	Homeless
48			\$950	\$201	\$749	30%	\$2,652	Y	1	1	1		Landlord	No		10/1/2010		4/1/2012	7	50	M	Homeless
49			\$900	\$182	\$847	30%	\$10,140	N	1	1	1		Landlord	No		10/1/2010		4/1/2012	7	63	M	Homeless
50			\$1,120	\$185	\$835	30%	\$10,380	N	1	1	1		Landlord	Yes		3/15/2011		9/1/2012	2	47	M	Homeless
51			\$40	\$257	\$816	30%	\$9,612	N	1	1	1		Landlord	No		9/10/2010		3/1/2012	8	43	M	Homeless
52			\$1,000	\$187	\$847	30%	\$0	Y	1	1	1		Landlord	No		8/27/2010		2/1/2012	9	43	M	Homeless
53			\$2,182	\$0	\$1,048	30%	\$22,128	N	1	1	1		Landlord	No		7/10/2010		1/1/2012	10	56	M	Homeless
54			\$1,706	\$143	\$710	30%	\$10,140	Y	1	1	1		Landlord	No		11/8/2010		5/1/2012	6	33	M	Homeless
55			\$1,720	\$151	\$709	30%	\$7,740	N	2	1	1		Landlord	No		12/16/2010		6/1/2012	5	34	M	Homeless
56			\$1,000	\$261	\$664	30%	\$13,080	Y	1	1	1		Landlord	No		10/12/2010		4/1/2012	7	43	M	Homeless
57			\$1,359	\$52	\$1,307	30%	\$8,328	Y	1	5	2		Landlord	Yes		2/15/2011		8/1/2012	3	29	F	Homeless
58			\$850	\$312	\$588	30%	\$17,232	N	2	2	2		Landlord	No		12/10/2010		6/1/2012	5	36	M	Homeless
59			\$800	\$4	\$1,035	30%	\$2,652	Y	2	1	1		Landlord	No		11/12/2010		5/1/2012	6	53	M	Homeless
60			\$2,000	\$38	\$1,035	30%	\$10,140	Y	1	1	1		Landlord	No		9/23/2010		3/1/2012	8	47	M	Homeless
61			\$896	\$449	\$447	30%	\$20,280	N	1	2	1		Landlord	No		11/1/2010		5/1/2012	6	50	M	Homeless
62			\$0	\$23	\$985	30%	\$8,112	N	2	1	2		Landlord	No		11/1/2010		5/1/2012	6	30	M	Homeless
63			\$600	\$178	\$807	30%	\$10,392	Y	1	1	1	Dis	Landlord	No		6/1/2010		12/1/2011	11	40	M	Homeless
64			\$1,674	\$171	\$666	30%	\$13,272	N	2	1	1		Landlord	No		9/4/2010		3/1/2012	8	36	M	Homeless
65			\$1,019	\$172	\$847	30%	\$0	N	1	1	1		Landlord	No		10/1/2010		4/1/2012	7	52	F	Homeless
66			\$1,100	\$207	\$841	30%	\$9,012	N	1	1	1	Dis	Landlord	No		4/9/2010		10/1/2011	13	37	M	Homeless
67			\$0	\$280	\$670	30%	\$14,916	Y	1	1	1		Landlord	No		12/1/2010		6/1/2012	5	43	M	Homeless
68			\$967	\$158	\$809	30%	\$10,140	Y	1	1	2		Landlord	No		11/13/2010		5/1/2012	6	48	M	Homeless
69			\$1,090	\$143	\$947	30%	\$9,624	N	2	1	2		Landlord	No		12/18/2010		6/1/2012	5	59	F	Homeless
70			\$1,100	\$0	\$977	30%	\$0	N	1	1	1	Dis	Landlord	No		5/6/2010		11/1/2011	12	45	M	Homeless
71			\$1,000	\$226	\$862	30%	\$9,540	N	2	1	1	Dis	Landlord	No		4/14/2010		10/1/2011	13	45	M	Homeless
72			\$1,000	\$428	\$599	30%	\$0	Y	1	1	1		Landlord	No		9/14/2010		3/1/2012	8	46	F	Homeless
73			\$905	\$176	\$681	30%	\$13,032	N	2	1	0		Landlord	No		9/24/2010		3/1/2012	8	47	M	Homeless
74			\$500	\$257	\$816	30%	\$11,388	N	2	1	2		Landlord	No		10/21/2010		4/1/2012	7	47	M	Homeless
75			\$900	\$538	\$408	30%	\$23,820	Y	1	1	1		Landlord	No		11/1/2010		5/1/2012	6	33	M	Homeless
76			\$1,000	\$199	\$841	30%	\$10,440	N	2	1	1		Landlord	No		8/26/2010		2/1/2012	9	47	M	Homeless
77			\$1,019	\$165	\$854	30%	\$9,900	N	2	1	1		Landlord	No		12/1/2010		6/1/2012	5	51	M	Homeless
78			\$900	\$153	\$797	30%	\$9,132	N	1	1	1		Landlord	No		11/6/2010		5/1/2012	6	44	M	Homeless
79			\$2,069	\$195	\$853	30%	\$10,140	N	2	1	1		Landlord	No		11/9/2010		5/1/2012	6	48	M	Homeless
80			\$0	\$448	\$581	30%	\$20,808	Y	1	2	1		Landlord	No		10/7/2010		4/1/2012	7	36	M	Homeless