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CONTRACT SUMMARY SHEET HOUSING DIVISION
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ROOM 395, CITY HALL

DATE: 02/23/12

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FROM (DEPARTMENT): Los Angeles Housing Department

CONTACT PERSON: Antonio Muro

PHONE: (213) 808-8486

CONTRACT NO.: C-120170

COUNCIL FILE NO.: 11-1112-S1

ADOPTED BY COUNCIL: 01/25/12

DATE

APPROVED BY BPW: 02/09/12

DATE

NEW CONTRACT

AMENDMENT NO.

ADDENDUM NO.

SUPPLEMENTAL NO.

CHANGE ORDER NO.

CONTRACTOR NAME: Southern California Housing Rights Center

TERM OF CONTRACT: 10/01/11 THROUGH: 03/31/12

TOTAL AMOUNT: \$385,000.00

PURPOSE OF CONTRACT:

As a recipient of federal housing and community development funds, the City of Los Angeles is required to affirmatively further fair housing objectives of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, as amended. Beyond fulfilling the federal mandate, the City is dedicated to giving its residents equal housing opportunities through the elimination of illegal housing discrimination, public education about fair housing, and identification of ongoing and emerging housing discrimination issues in Los Angeles.

COMMUNITY DEVELOPMENT BLOCK GRANT

37th Year Consolidated Plan

PROFESSIONAL SERVICES AGREEMENT

Contractor: Southern California Housing Rights Center

Title: Citywide Fair Housing Program

Said Agreement is Number C-120170 of City Contracts

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AGREEMENT NUMBER C-120170 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
THE SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER

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

RECITALS

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

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

WHEREAS, the 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 (Grantor/HUD) pursuant to the Community Development Block Grant Program; and

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

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

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 11-1112-S1 dated 01/25/2012 with Mayor's concurrence dated 02/06/2012) 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:

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EXHIBITS

Exhibit A	Indemnification and Insurance Requirements
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Lobbying
Exhibit D	Notice of Prohibition against Retaliation
Exhibit E	Management Representation Statement
Exhibit F	Description of Services to be Provided
Exhibit G	Program Income Use Plan
Exhibit H	Outreach Goals

1. INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, Los Angeles, California 90012.
2. The Contractor, known as the Southern California Housing Rights Center having its principal office at 520 South Virgil Avenue, Suite 400, Los Angeles, CA 90020.

§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, 9th Floor
Los Angeles, CA 90017

With copies to:

Antonio Muro, Management Analyst II
Los Angeles Housing Department
Grants Management Unit
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

2. The representative of the Contractor shall be:

Chancela Al-Mansour, Executive Director
520 South Virgil Avenue, Suite 400
Los Angeles, CA 90020

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

§103 Independent Contractor

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104 Conditions Precedent to Execution of This Agreement

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

2. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

- A. The term of this Agreement shall commence on October 1, 2011 and end March 31, 2012 and any additional period of time required as is required to complete any necessary closeout activities. Said term is subject to the provisions herein, and may be extended for up to 30 months, subject to funding availability, Contractor's continuing compliance with applicable Federal, State and local government legislation, and an evaluation of Contractor's performance. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §414 herein.

§202 Services to be Provided by the Contractor

- A. The Contractor shall provide contractual services which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.
- B. Definitions- definitions of words used in this Services to be Provided section are as follows:
1. **Case-** For each complaint, a file is established that contains, at a minimum, intake statements, tester statements, notes of the complaint and investigation, results, follow-up records for referred complaints and a case summary.
 2. **Case Summary-** A narrative of the allegation, testing, disposition, and follow up including dates of significant activity and case number, updated monthly until final disposition. If not included in the Case Summary, the following information should be easily accessible on one page and cross referenced by case number: the complainant's and respondent's name and physical description if relevant, the violation address, and other information to permit an understanding of the case, investigation, and results. Information deemed confidential or that has the potential to impact the disposition of the case, should be omitted.
 3. **Complaint-** An allegation of housing discrimination, based on one of the protected classes, which is investigated.
 4. **Conciliation-** Advocacy position taken by the Contractor and Sub-Contractors, if any, that results in the elimination of the alleged discrimination practices and an outcome that is mutually agreed upon between the complainant and the property owner.
 5. **Federal Grantor Agency-**for this Agreement the Federal Grantor Agency is the U.S. department of Housing and Urban Development (HUD).
 6. **Inquiry-** Request for discrimination information. Results in counseling, distribution of fair housing materials or resource referrals.
 7. **Investigation-** Response to a complaint. The investigation will vary depending upon the type of discrimination reported, including on-site testing, full application testing, surveys of in-place tenants, and other investigation methods. Whenever possible, initial investigations shall take place within 72 - 96 hours of receiving the complaint.
 8. **Testing-**Testing is an enforcement tool used to determine whether housing professionals engage in discrimination in violation of federal and state fair housing laws. Tests are generally conducted at the inquiry level when the applicant first inquires about housing. A test involves a minority group tester referred to as a "protected tester" and a majority group tester referred to as a "control tester" who both visit the same housing unit for rent or for sale. The protected tester always visits the unit first and is carefully chosen to ensure she or he is a superior applicant to the matching "control" tester with regards to income, number of years at current employer, etc. Once both testers view the unit, they are required to complete a standardized report documenting their experience. The test reports are then analyzed to determine if the testers have experienced discrimination.

- a. **Audit Testing-** The goal of audit testing is to determine if there is a pattern or practice of steering or providing unfavorable treatment to prospective tenants or homebuyers. Test sites are randomly selected after research and consideration of factors such as demographic data and previous complaint data from a geographic area.
 - b. **Complaint Testing-** Complaint based testing is driven by all allegations of discrimination at specific sites. In these cases, tests are used to determine if evidence exists to support the discrimination allegation.
9. **Unduplicated Complaints/Inquires-** Terms used to report the number of housing discrimination complaints and inquiries received on quarterly reports to the City. To prevent services from being reported twice, fair housing or general housing inquiries that become housing discrimination complaints shall be counted only as a housing discrimination complaint, and not counted as a fair housing or general housing inquiry. For example, if 50 fair housing inquiries are received and 20 of those become complaints, 30 inquiries and 20 complaints would be reported, NOT 50 inquiries and 20 complaints.
- C. The purpose of this Agreement is to provide services designed to affirmatively further the fair housing objectives of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, as amended, and other federal, state, and local fair housing laws and regulations. It is the intent of this Agreement to advance fair housing objectives through a program that promotes equal housing opportunities through education and training, and employs professional complaint and audit investigative techniques to sustain fair housing litigation.
- D. The Contractor shall provide, but not be limited to the following activities:
- 1. Counseling likely and actual victims of housing discrimination, property owners and managers, homeowners, insurers, lenders, and other industry representatives.
 - 2. Counseling and referrals on landlord/tenant, habitability, and Rent Stabilization Ordinance matters as related to fair housing complaints.
 - 3. Accepting and investigating housing discrimination complaints.
 - 4. Providing or facilitating remedies for individual complaints and systemic forms of housing discrimination, including conciliation, administrative, and judicial enforcement efforts.
 - 5. Auditing for fair housing compliance.
 - 6. Conducting a public information, education, and training program on fair housing rights and responsibilities.
- E. **Services Requirements and Service Areas**
- 1. Services must be provided to the entire City of Los Angeles and be available to all City of Los Angeles residents and persons seeking or providing housing in the City of Los Angeles. There must be no income restrictions for persons requesting fair housing services. Services must be available to telephone and walk-in clients and all services must be offered in both English and Spanish, at minimum, including voice mail menus and telephone answering machines. The Contractor must be able to arrange for

translation services for other languages when needed. Counseling and complaint investigation services must be free of charge.

2. At minimum, there must be offices open during normal business hours located in the San Fernando Valley and South Los Angeles, in addition to the Contractor's main office near downtown Los Angeles. In addition to these offices, the Contractor will either establish full- or part-time offices or periodic housing clinics in areas such as Pacoima, west San Fernando Valley, Wilmington, San Pedro, Crenshaw, Northeast Los Angeles, and West Los Angeles, depending on need.
3. Offices and services must be accessible to physically disabled persons pursuant to the Americans with Disabilities Act, and the Contractor must provide services to individuals who are deaf, hard-of-hearing, or individuals who have vision impairments, upon request. This may include sign-language interpreters, literature translations, materials in alternative formats, etc. Costs associated with these services should be included in the Contractor's budget.
4. Exhibit F of this Agreement, titled description of Services to be Provided, is a description of the procedures that will be followed by the Contractor and Subcontractors in providing fair housing services. The Exhibit describes designated service areas, office locations and hours, language capabilities, and how translation services will be provided for languages not available in-house.

F. Administrative Responsibilities

1. Manage day-to-day operations of the Citywide Fair Housing Program (CFHP);
2. Ensure that the CFHP is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel;
3. Oversee and monitor all CFHP activities and subcontractors;
4. Safeguard and manage all funds paid to the CFHP including those issued for payment to subcontractors;
5. Comply with the Program Income Use plan requirements as set forth in this Agreement.
6. 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 to the Subcontractor. The Contractor shall withhold funds to any Subcontractor that fails to comply with the terms and conditions of this Agreement or their Subcontractor/Collaborator Agreement.
7. Be responsible for coordination between the City and the subcontractors with respect to the dissemination of information, submission of required reports to the City in a timely manner, and enforcement of the terms and conditions of this Agreement.
8. Ensure, prior to the execution of the subcontracts and the release of funds, each Subcontractor has provided evidence of insurance coverage, naming the City as additional insured, as stated in the Indemnification and Insurance Requirements of this Agreement and as required by the City.

9. Request payment for Subcontractors only after receipt of required program and fiscal documentation. The Contractor shall release payment to Subcontractors within ten (10) working days of release of funds by the City. The Contractor shall not withhold or fail to request funds from the City for any Subcontractor which has complied with the terms and conditions of this Agreement and their Subcontractor Agreement(s). By December 31, 2011, the Contractor shall submit to the City a Budget and Expenditure Plan which will list items for expenditure by the Contractor. It will also describe the Subcontractor services and expenses and the payment procedures for the Subcontractors.
10. Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents and amendments thereto:
 - a. Contractor's Financial and Accounting Procedures, which incorporate generally accepted accounting principles;
 - b. Contractor's personnel policy, which incorporates due process protection of standard personnel procedures and to which the Contractor agrees to abide in the performance of this Agreement.

G. Responsibilities Related to Subcontractors

1. Prior to the execution of each subcontract and release of funds to the subcontractor, the Contractor shall submit the subcontracts to the City for review and approval, including all required attachments. The City reserves the right to review and approve subcontracts throughout the duration of this agreement.
2. Prior to the execution of each subcontract and the release of funds to the subcontractor, the Contractor shall receive for review and approval all documents required by this Agreement, and a list of all grant and/or funding agreements entered into between the subcontractor and other public or private organizations concerning the activities funded under this Agreement, and any terminations, defaults, suspensions or disallowed costs under said funding agreements. The Contractor will keep on file all subcontractor documents and submit them to the City upon request.
3. The Contractor shall be responsible for providing training, technical assistance, contract compliance monitoring, and dissemination of information relating to this contract to the subcontracting agencies, and for the enforcement of the terms and conditions of this Agreement. The Contractor shall withhold funds and/or delay the release of funds to the subcontractors if they materially breach the terms and conditions of this Agreement.
4. Subcontractor monitoring should include, but not be limited to, the review of the program and fiscal management, establishment of program and budgetary control procedures, adherence to performance goals, documentation of services and costs, corrective action plans, and requirements imposed for subcontractor compliance.
5. On-site subcontractor monitoring should occur at least once each program year, with findings submitted to the City, Executive Board of the Contractor, and Subcontractor Board Presidents and Executive Directors within 60 days of the monitoring visit. Material breaches, if any, will be reported to the same parties within 10 days.

6. The Contractor shall be responsible for the review and written approval of subcontractor requested budget modifications to include cost category and/or line item fund transfers, with a written copy of the approval to be forwarded to the City prior to the release of funds for those expenditures.
7. The Contractor shall be responsible for reviewing and approving the subcontractor Program Income Use Plans. Subcontractors must comply with Program Income requirements set forth in this Agreement.
8. The Contractor shall be responsible for reviewing and approving in writing all subcontractor training manuals, informational brochures, pamphlets, and other materials paid for and/or used in conjunction with this program. Approved materials will be forwarded to the City for final review and approval. The Contractor shall ensure that all subcontractor public information materials paid for with City funds shall name the City and the Los Angeles Housing Department as the source of funding.

H. Collaborative Responsibilities

1. Contractor shall coordinate and integrate program activities, services, and overall program operations among all CFHP locations. Such efforts shall include, but not be limited to, ongoing coordination of subcontractors at all CFHP locations to ensure maximum provisions of services and regular meetings of CFHP managers and administrators, housing coordinators, etc. Attendance at collaborative meetings shall be mandatory for all subcontractors. Included in each meeting shall be a discussion of strategies needed for program success with a clear definition of responsible entities. The contractor shall report to the City any pertinent information that affects the program and keep minutes of all meetings on file.
2. Contractor shall ensure that subcontractors participate in efforts to develop and carry out a standardized and coordinated citywide fair housing program, including public information and training materials, complaint procedures and reporting formats, computer software and databases, e-mail correspondence, and so forth.
3. Contractor shall coordinate with subcontractors in the:
 - a. Cross-training of staff;
 - b. Implementation of client satisfaction and quality improvement practices;
 - c. Implementation of common procedures, forms, and communication.
4. The Contractor will participate in and with community coalitions, tenant and landlord advocacy organizations, public housing authorities, public interest oriented attorneys and law projects, and so forth to share knowledge and expertise and to maintain a fair housing presence with agencies working in related fields.

I. Fair Housing Advertising Task Force

1. The Contractor will play a leadership role in the Fair Housing Advertising Task Force and will work with other task force members on projects identified by the task force.

J. Program Income

1. Any program income funds received by the Contractor as a result of actions generated under this Agreement or other City agreements shall be expended in accordance with the Program Income Use Plan that is attached to this Agreement as Exhibit G. The Plan establishes priorities for program income expenditures. Any proposed expenditures of program income for objectives not set forth in the Plan require written approval of the City. The Contractor is authorized to obligate program income funds in conformance with the Plan and established priorities. In no event shall the commencement of expenditures be delayed longer than 90 days after receipt by the Contractor of said program income funds, without written approval of the City. In those instances where the Contractor is unsure as to whether the funding constitutes program income, it will seek City or HUD input.
2. The Contractor shall report quarterly on the receipt and expenditure of program income earned from activities funded by this Agreement, in addition to reporting requirements identified in this Agreement. As with all other funds received by the Contractor, the receipt of program income, setting of priorities, encumbrance of funds and expenditure of program income may be done pursuant to Board of Director resolution.

K. Housing Discrimination Services

1. Discrimination Inquiries – Goal: 50 unduplicated calls each month.
 - a. Maintain a toll-free fair housing and predatory lending hotline to field calls and make referrals to appropriate agencies for further assistance. The hotline must have 24-hour voice mail available in English and Spanish with the ability for the caller to leave a message and phone number for a return call the next business day.
 - b. Maintain a comprehensive and updated referral list of housing organizations, government offices, and predatory lending counselors in the City and County of Los Angeles.
 - c. Provide in-depth counseling to callers and walk-in clients on all fair housing and housing discrimination related matters, including fair housing laws, rights and responsibilities, complaint investigation services, training and volunteer opportunities, and so forth.
 - d. Contractor will ensure that staff has up to date knowledge of fair housing laws, California landlord/tenant laws, Los Angeles City Rent Stabilization Ordinance and Housing Code, and other relevant housing laws related to services provided under this Agreement.
 - e. Maintain accurate records of inquiries according to reporting requirements under §202 of this Agreement.

2. Predatory Lending Hotline

- a. Have available during normal business hours at least one bi-lingual, English-Spanish speaking staff person to answer predatory lending calls and make appropriate referrals. Staff must be familiar with home mortgage and refinance issues and predatory lending schemes.
- b. At the onset of this Agreement, conduct research on new developments on the issue of predatory lending. Research will include contacting other agencies involved in predatory lending work. Contractor will distribute a memorandum on new development to the City and to predatory lending hotline staff with recommendations for action.
- c. Maintain accurate records of predatory lending calls according to reporting requirements under §202 of this Agreement.

3. Housing Discrimination Complaints- Goal: 40 unduplicated complaints each month

- a. Accept and investigate complaints alleging illegal housing discrimination and hate crimes in housing based on federal, state, and local fair housing laws, including but not limited to the rental, sales, financing, insuring, and advertising of private and public housing.
- b. Investigate housing discrimination complaints in a timely manner using industry-accepted testing methods (John Marshall Law School Tester's Guide to Fair Housing and Fair Lending Laws or other similar standard), including on-site testing, surveys, full application testing, and patterns and practice audits. At the City's request, Contractor shall submit a flow chart and timeline of how complaints will be investigated and supervised from initial filing to closure or referral.
- c. Thoroughly interview each complainant to determine the facts of the allegation. Document each housing discrimination complaint in a separate and named complaint file. Complaint file must include at minimum detailed information on the complaint type, complainant, violation address, property owner and agents, investigation technique and tester statements, survey forms or other investigative documentation, and resolution and final disposition. Complaint files must also contain a complaint summary that is updated at least monthly until closure or referral. At the City's request, the Contractor shall submit to the City a sample complaint file with all forms, documents, and sample letters used to support housing discrimination complaints, investigations, and remedies.
- d. Maintain a list of properly trained, available, and reliable testers in sufficient numbers of diverse categories including race, ethnicity, age, and gender to conduct investigations of housing discrimination using on-site testing, surveys, full application tests, and patterns and practice audits throughout the City of Los Angeles. The list must represent in sufficient numbers the diverse categories of testers needed for quick deployment throughout the City, based on the protected categories under the federal, state, and local fair housing laws. If determined that the list submitted in the Contractor's proposal is insufficient to ensure equal service provision throughout the City, the City can require a new list with additional testers to be provided within two months of its request.

- e. Maintain accurate records of housing discrimination complaints according to reporting requirements under §202 of this Agreement.

4. General Housing and Landlord/Tenant Referrals

- a. General housing, landlord/tenant, habitability, and Los Angeles City Rent Stabilization Ordinance (RSO) inquiries should be briefly but adequately screened to determine if the problem may be a fair housing issue or complaint.
- b. If a caller raises landlord/tenant, RSO, or habitability issues, the Contractor/Subcontractor is responsible for assessing these issues, informing the complainant of rights and remedies under applicable State law and City ordinances. He Contractor/Subcontractor is not to open or investigate habitability or RSO cases unless there is a fair housing violation component. When appropriate, the Contractor/Subcontractor may assist the complainant with filing RSO or habitability complaints with LAHD. Such activity will be reflected in quarterly case summary reports to the LAHD.
- c. Maintain and accurate records of general housing and landlord/tenant referrals according to reporting requirements under §202 of this Agreement.

5. Patterns of Practice Audits, Special Projects, and Impediments to Fair Housing

- a. Design and conduct a large-scale systemic testing project, to be approved prior to implementation by the City. In cases where tests show evidence of discrimination, the Contractor will conduct training and/or enforcement which will be determined on a case-by-case basis. The project will begin during the term of this Agreement and will continue through 2012 and 2013. Results of the project will be obtained by June 2013.

L. Public Information, Education, and Outreach

1. According to recent program reports submitted by the City's fair housing contractor, the most commonly reported types of housing discrimination complaints are filed by "in-place" tenants and are based on physical disability (34% of complaints), familial status (17%), race (11%), mental disability (10%), national origin (7%), and gender (5%). Other fair housing problems include rental housing discrimination based on race in neighborhoods undergoing racial and ethnic transition, under-reported housing discrimination based on national origin, potential discrimination based on race or national origin against apartment seekers with Section 8 vouchers, and sexual harassment of female tenants in rental housing. Statistics on lending indicate that communities of color, especially if they are low income and older homeowners, are prime targets for predatory lending schemes.
2. All of these types of housing discrimination should be addressed in a public information, education, and outreach program to inform and educate Los Angeles residents about fair housing rights and responsibilities.
 - a. Design and implement a citywide public information, education and outreach program (Outreach Program) relating to fair housing in rental and sales. The Outreach Program should include efforts to address specific fair housing needs of

the protected classes listed in state, federal, and local fair housing laws, different geographic areas of the City, low income communities, and limited/non-English speaking and immigrant communities. In addition, the Outreach Program should address the fair housing needs of the services areas based on the types of housing discrimination complaints received (or under-reported) in the prior two program years.

b. The Outreach should include the activities listed below.

- (1) Production and distribution of multi-lingual fair housing flyers and brochures, as needed. Any existing materials should be reviewed and updated to ensure they include any recent changes in law, phone numbers, or addresses.
- (2) Periodic staffing of public information booths at ethnic, cultural, neighborhood, and other housing and community fairs.
- (3) Periodic public service announcements to the media and paid advertisements in newspapers; news releases and press conferences about significant case settlements; and other forms of non-media advertising about fair housing services.
- (4) Outreach to landlords, property managers, real estate agents, banks, lending institutions, and others in the housing industry, including booths, presentations, and columns about fair housing in apartment owner, real estate, and other trade publications.
- (5) Periodic presentations or workshops to home seekers, homebuyers, and tenants on fair housing rights.
- (6) Articles in publications that reach segments of the population likely to encounter housing discrimination (i.e., tenant agency newsletters, disability rights publications, children oriented publications, foreign language publications, etc.).
- (7) Publish and distribute at least once a year a citywide newsletter that includes annual complaint statistics, outreach activities, fair housing agency and subcontractor activities, updates in the law, and other local, state, and national fair housing news. Newsletters should be distributed on a citywide basis, and include the Mayor of Los Angeles, City Attorney of Los Angeles, Los Angeles City Council representatives, and other elected officials at state, federal, and county level; libraries; social and community service organizations; religious organizations, etc.
- (8) At the beginning of February, in conjunction with the City, prepare and submit the text of a Fair Housing Proclamation to the Mayor of the City of Los Angeles regarding April, National Fair Housing Month.

c. Requirements for Informational Materials and Brochures

- (1) All public information materials paid for with City funds shall name the City and the Los Angeles Housing Department as the funding source.

- (2) At the beginning of the contract term, the contractor and subcontractors, if any, must submit to the City for review all flyers and brochures to be used in the City program.
 - (3) All informational materials must be available to the public in English and Spanish. Additionally, fair housing materials for home seekers, tenants, and housing providers must be available in Korean, Armenian, Mandarin, and other languages as needed.
 - (4) All outreach efforts and materials must advertise the citywide toll-free fair housing and predatory lending hotline (brochures, leaflets, Public Service Announcements, and other advertisements or articles, etc). Where appropriate, media outreach will be available in Spanish or other languages as needed.
- d. Outreach events to be counted towards contract goals must be held within the service area, except for citywide events coordinated by the Contractor, which cannot replace or be in-lieu of service area outreach events. The Contractor/Subcontractor should make every effort to reach new residents and constituencies as opposed to meeting with the same groups, organizations, or agencies.
 - e. Exhibit H of this Agreement provides a list of the outreach goals that must be met by the Contractor/Subcontractor. The figures included reflect goals for a 12 month period. For the six (6) month Agreement, the Contractor/Subcontractor must meet 50% of each goal figure.
 - f. By February 28, 2012, the Contractor will submit to the City an Outreach Plan that outlines the Outreach Program, further defines each outreach goal, and includes the elements listed in this subsection.
 - (1) An overall citywide fair housing advertising campaign about fair housing rights and services, including the toll-free fair housing and predatory lending hotline number.
 - (2) Outreach to low-income, limited/non-English speaking, and immigrant communities, including specialized literature as needed, that emphasizes fair housing rights and responsibilities of tenants, home seekers, and apartment managers, including advertising.
 - (3) The distribution of multi-lingual fair housing brochures to the public, elected officials, larger public libraries, major social service sites, etc. The Outreach Plan should include sites for literature distribution and a timeline for distribution and maintaining the supply of information.
 - (4) Outreach to community, social service, and religious organizations that provide services to persons who are members of a protected class. Examples include disability rights groups, civil rights agencies, family and women services organizations, gay and lesbian service centers, and so forth. The Outreach Plan should include names of organizations and how outreach will be conducted.

- (5) An education and information campaign geared towards property owners, realtors, property managers, banks, lenders, and advertisers of housing for rent and sale.
- (6) How activities will be monitored and evaluated for effectiveness.

M. Fair Housing Training

1. Tester Training Courses- Goal 9 new tester training courses annually, or more depending on need; 3 refresher training courses annually for long-term testers, or more depending on need
 - a. To achieve the necessary tester pool with the capacity to serve the entire City, new tester training courses for rental and sales discrimination should be offered at least nine times annually. Additionally, existing testers should attend a 'refresher' training course at least annually. Training courses should be advertised and conducted throughout the City. Training should be offered according to the John Marshall Law School Tester's Guide to Fair Housing and Fair Lending Laws, or other industry-accepted training standard, and should include instructions for on-site testing, surveys, and full application tests. Specialized training sessions should be held for any major audits, lending discrimination, or more difficult testing requirements. New testers should fill gaps in current active tester list with regard to race, ethnicity, sex, etc.
 - b. At the onset of the Agreement, the Contractor must submit the tester training manual, including subcontractor tester training manuals to the City for review. The City has the right to request revisions to the manuals. All agencies involved in the Citywide Fair Housing Program must use a training manual that complies with and follows the basic procedures of the John Marshall Law School Tester's Guide to Fair Housing and Fair Lending. The Contractor will review and approve subcontractor tester training manuals prior to use.
 - c. Accurate records of all tester training courses, including recruitment efforts, notices, and attendance, must be maintained.
2. Property Management, Landlord, and Realtor, and other Housing Provider Training Sessions- Goal: 1 per 12-month contract term in Korean; 4 per 12-month contract term in Spanish; 16 per 12-month contract term in English.
 - a. Conduct training sessions for property managers and owners on fair housing laws that include written materials distributed to attendees, according to the goals listed above. Management training sessions and materials should be offered in Spanish and Korean in appropriate neighborhoods. Management training sessions should be held within the service area.
 - b. At the onset of the Agreement, the Contractor must submit the management training manual to the City for review. All agencies involved in the Citywide Fair Housing Program must use the same basic training manual.
 - c. Train other housing providers as necessary, including realtors, lenders, advertisers, etc.

- d. The distribution of these training sessions throughout the City, identifying areas where sessions will be offered in Spanish and Korean, is included in the outreach goals table in Exhibit H.

3. Fair Housing Training for City Agencies, Officials, Staff

- a. City Agencies and Vendors- Be available to conduct periodic fair housing training for City agencies. This usually includes one or two training sessions per year for the LAHD, and may include one or two training sessions per year for other City Departments such as the Department of Building and Safety, Department on Disability, or other departments with housing related programs. It may also include requests to train other vendors under contract with the City involved with the development or management of housing, landlord/ tenant services, or other aspect of housing.
- b. City Officials- In conjunction with LAHD staff, meet with City Council members or their representatives to inform them about the fair housing program and services and provide fair housing information about their Council District. Work with the City to develop a reporting format for City Council members to keep them abreast of fair housing activities in and surrounding their District.
- c. Staff Training- Contractor will be responsible for ensuring that all staff working on this project receives up-to-date training and information on laws, regulations, procedures, investigative techniques, and administrative and legal remedies with respect to fair housing and landlord tenant issues.

4. Annual Housing Rights Summit

- a. The Contractor will make all preparations and arrangements associated with the Annual Housing Rights Summit held in April that will bring together fair housing groups, social service providers, community members, and government entities to address fair housing and other related issues, such as immigration and sexual orientation and the law. The Summit will lead to a new understanding of connections between fair housing and other issues.

5. Annual Topical Seminar

- a. The Contractor will present a seminar each year on a cutting edge issue occurring in our communities. The audience for this seminar may be tenants or housing providers. A past seminar for housing providers focused on property owners' obligations to accommodate persons with disabilities.

N. Legal Staff

- 1. The Contractor will maintain a legal department with the equivalent of one full-time attorney licensed to practice law in state and federal courts and a legal secretary to assist with filings and case management. The legal department will provide oversight for a litigation program; housing discrimination investigations; training sessions for staff, attorneys, property owners, property managers, and testers; and other related legal activity. If subcontractors are used, the attorney must be available to all agencies for technical assistance and oversight as needed.

O. Documentation, Performance Reports, and Monitoring

1. Database

- a. Develop and/or maintain a computerized database to document and track:
 - (1) fair housing inquiries and actions
 - (2) predatory lending inquiries and referrals
 - (3) general housing inquiries, type of problem, and referral
 - (4) housing discrimination complaints, investigations, resolutions
 - (5) patterns and practice audits
 - (6) hate crimes
- b. The database must include client demographic information and must be able to track patterns of housing discrimination complaints by address, owner and manger information, etc. Subcontractors providing counseling and complaint services must use the database.
- c. At the onset of the Agreement, the Contractor will provide the LAHD with a description of the databases (including tickler system) used by the Contractor and Subcontractors to document and track the activities and services required under this contract.

2. Documentation of Requests for Assistance

- a. Document all incoming calls or walk-in requests for assistance with at least the following information:
 - (1) Date
 - (2) client name
 - (3) address and zip code
 - (4) city council district
 - (5) problem or issue
 - (6) action taken or referral
 - (7) how the client heard about the fair housing agency
 - (8) race/ethnicity
 - (9) income range
 - (10) family make-up (size of household and single parent household)

- (11) language needs
 - (12) whether the housing in question is subject to the City's Rent Stabilization Ordinance
 - (13) other demographic information, as requested
- b. Maintain telephone logs of counseling to telephone or walk-in clients, which will be submitted to the City on a quarterly basis
3. Documentation of Discrimination Complaints
- a. Thoroughly document all housing discrimination complaints and keep detailed statistics on:
- (1) complainant information
 - (2) complaint address
 - (3) complaint type
 - (4) detailed information on property owner, manager, realtor, and other parties involved
 - (5) investigation and results
 - (6) testers used
 - (7) resolution
 - (8) whether the housing in question is subject to the City's Rent Stabilization Ordinance
 - (9) other relevant data requested by the City
 - (10) demographic data listed in number 2 above
- b. Keep uniform statistics to permit analyses of housing discrimination complaints, problems, and trends.
- c. Record keeping methods must include a "tickler" system to alert staff about time-sensitive issues.
- d. Maintain logs of housing discrimination complaints in addition to complaint files, which will be submitted to the City on a quarterly basis.
4. Documentation of Public Outreach, Education, and Training
- a. Maintain accurate records and evidence of all public outreach, education, and training efforts in the public education and outreach plan, including:
- (1) Public information booths

- (2) Fair housing presentations
 - (3) Fair housing training sessions
 - (4) Informational and educational materials prepared and distributed
 - (5) Efforts to contact print, audio, and visual media
 - (6) Evidence of contact with and training session for landlords, property management companies, and other housing providers
 - (7) Evidence of outreach to non-English speaking and low income communities
 - (8) Evidence of articles and media submissions
 - (9) Evidence of paid advertisements
- b. Information to be recorded includes date, name and address of event, Council District of event location, type of event, target audience, approximate number of attendees, and Contractor participation (i.e., conducted a workshop, made a presentation, attended meeting, etc.). Contractor will enter, track, and report outreach activities with a database, which will be provided to subcontractors.
 - c. Maintain for City review hard copies of agendas, sign-in sheets, Contractor's announcements, and advertising for outreach and training events, paid advertisements, Public Service Announcements, published articles, training materials, and so forth that support events reported to the City in quarterly program reports.
 - d. Maintain for City review, records of tester training sessions that shall include date of training, type of training (i.e., new or refresher course, specialized for audit or full-application testing, etc.) number of testers trained and their race/ethnicity/protected category, location of training, staff conducting the training, and how the training was advertised.
5. Fiscal and Programmatic Reports
- a. Submit detailed financial, performance, and demographic reports to the City on a monthly or quarterly basis, in a format approved by the City. The City may periodically request additional programmatic or statistical information outside the normal reporting requirements.
6. Annual Report
- a. Prepare and submit two (2) copies of an annual report that summarizes the citywide fair housing program, assesses its effectiveness, notes any specific housing discrimination issues or emerging trends in Los Angeles City, and outlines methods to improve and enhance the program. The Annual Report shall be submitted within 45 days of the end of the contract term.

7. Monitoring

- a. The City will conduct onsite fiscal and programmatic monitoring of the Contractor with adequate advance notice at least one per contract term. The Contractor shall make available all fiscal and programmatic records as requested by the City. After the City identifies strengths and problems that need to be addressed, the Contractor shall submit to the City a plan addressing the problems along with a time frame.
- b. At the onset of the Agreement, the contractor must submit to the City procedures for monitoring Subcontractors. Monitoring procedures should evaluate performance and adherence to contract requirements, and documentation of client services and public education and training efforts, including corrective action plans and timeline of implementation. Program monitoring must address quality as well as quantity, including counseling, complaint, training, and public outreach requirements.
- c. The Contractor will conduct onsite fiscal and programmatic monitoring of the Subcontractor at least once per contract term. The City or its designee may participate in the monitoring of the Subcontractors. Subcontractors must make all programmatic and fiscal records available for review as requested by the Contractor. The Contractor will prepare written monitoring reports for release to the Subcontractor that identify strengths and problems that need to be addressed. When problems are identified, the report shall include constructive recommendations for quality improvements and a corrective action plan with a specific time frame. The Contractor will be responsible for approving the corrective action plan and ensuring that the timeline is met. Monitoring reports will be submitted to the City, Subcontractor's Executive Director and Board President, and Contractor's Board President.
 - (1) Fiscal monitoring shall include but not be limited to site verification of timesheets, payroll registers, vendor invoices, canceled checks, and other documents deemed necessary to support claims for reimbursement.
- d. Fiscal and programmatic monitoring for this contract should be conducted by January 31, 2012. the Contractor's monitoring reports of the Subcontractors are due to the City by February 28, 2012
- e. The City or its designee may conduct additional monitoring, if needed. Contractor and Subcontractors must make available all programmatic, and fiscal records available for review as requested, with adequate advance notice, to City staff and, if applicable, to entities designated by the City.
- f. On a quarterly basis, after the report has been submitted by the Contractor, the Contractor will make itself available to meet with City staff to discuss the data in the reports. The Contractor will make itself available to meet with the City staff to discuss the data in the reports. The Contractor will be expected to teke actions to address any issues arising from the meetings:
- g. On a quarterly basis, the Contractor will meet with the Subcontractors to discuss the data in the Subcontractors' reports. The Contractor will raquire Subcontractors to take actions to address any issues arising from the meeting.

8. Contractor must maintain records for at least five (5) years.

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 three hundred eighty five thousand dollars (\$385,000). The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.
- B. The Contractor shall submit monthly invoices to the Los Angeles Housing Department. Each monthly invoice shall, a) be submitted on the Contractor's letterhead, and b) include the name, hours, rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documents for all approved purchase of equipment or supplies and e) shall be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Funding for all periods of this contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
- F. Contractor shall warrant that any applicable discounts have been included in the costs to the City.
- G. CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §12650 et seq.) including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claims.

4. STANDARD PROVISIONS

§401 Construction of Provisions and Titles Herein

- A. All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The

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

§402 Applicable Law, Interpretation and Enforcement

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

§403 Integrated Agreement

- A. 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

- A. 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. Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, 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. Said rights and remedies are cumulative of those provided for herein 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 cost 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 §503 Termination of Agreement.

§406 Prohibition Against Assignment or Delegation

- A. The Contractor shall not assign, delegate, subcontract, 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 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, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, color, religion, sex, national origin, ancestry, sexual harassment, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, medical condition, citizenship, and political affiliation or belief. 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 Sections 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 not more than One Hundred Thousand Dollars (\$100,000), the Equal Opportunity 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 Section 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 subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- 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, Section 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

- A. 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 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

- A. The 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 Retention of Records, Audit and Reports

- A. CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

§412 Bonds

- A. 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 Angeles Administrative Code Sections 11.47 through 11.56.

§413 Indemnification

- A. 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 provision of Section §413 shall survive expiration or termination of this Contract.

§414 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%20proof%20of%20Insurance.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.

§415 Conflict of Interest

A. No City-funded Employees as Board Members

1. 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. 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 administering 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.
- C. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- D. 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.
- E. 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).
- F. The Contractor shall not subcontract with a former director, officer, or employee within an one-year period following the termination of the relationship between said person and the Contractor.
- G. 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.
- H. 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.
- I. 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 year thereafter.
- J. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

§416 Compliance with State and Federal Statutes and Regulations

- A. 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 expenditures.
 - 1. Statutes and Regulations Applicable To All Grant Contracts
 - a. 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:
 - (1) Office of Management and Budget (OMB) Circulars

- (a) 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); OMB Circular A-110 (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.)
- (2) Single Audit Act
- (a) 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 Sec. 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 Contract.
- (3) Americans with Disabilities Act
- (a) Contractor hereby certifies that it will comply with the Americans with Disabilities Act 42, USC § 12101 et seq., and the Americans with Disabilities 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 42, USC § 12101 et seq., and the Americans with Disabilities 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 a disability. 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.
- (4) Political and Sectarian Activity Prohibited
- (a) 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.
 - (b) If this Agreement provides for more than One Hundred Thousand Dollars (\$100,000) in grant funds or more than One Hundred Fifty Thousand Dollars (\$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 E. No funds will be released to Contractor until the Certification is filed.

- (c) 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General and the Auditor General of the State of California may deem necessary, 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, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- (b) Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

(6) Records Maintenance

- (a) 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.

(7) Subcontracts and Procurement

- (a) Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements,

rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

- (b) Contractor shall 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 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.

(8) Labor

- (a) Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.FR. 900, Subpart F).
- (b) Contractor shall comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333); regarding labor standards for federally-assisted construction subagreements.
- (c) Contractor shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment.
- (d) None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645 *et seq.*
- (e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(9) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) 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; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*) as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e); (m) the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act (ADAAA), Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

(10) Environmental

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (b) Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. 1368).
- (c) Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.

- (d) Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures
 - (e) Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
 - (f) 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.
 - (g) 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.
- (11) Preservation
- (a) Contractor shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*).
- (12) Suspension and Debarment
- (a) 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 Orders 12459 and 12689, 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.
- (13) Drug-Free Workplace
- (a) 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, CA Gov't Code §§ 8350-8357.

(14) Miscellaneous

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

(15) Faith Based Activities

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

(16) Pro-Children Act of 1994

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

(17) American-Made Equipment/Products

- (a) 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.

- (18) 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.

B. Statutes and Regulations Applicable To This Particular Grant

1. Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. 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. The Housing and Community Development Act of 1992 (42 USC §5301 *et seq.*) as amended, 24 CFR parts 84, 85, 500 *et seq.*
 - b. 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.
 - c. The American Recovery and Reinvestment Act of 2009, Division A, Title XII, XV, and XVI, and Division B, Title VII.

§417 Federal, State and Local Taxes

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

§418 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

- C. 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.

D. 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.

E. 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.

F. 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 secrets, 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.

G. 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.

H. 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.

I. Patent Rights

1. 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.

J. Third-Party Intellectual Property

1. 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.

K. 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.

L. 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.

M. Survival

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

§419 Ownership and License

- A. Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without

limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

§420 Living Wage Ordinance and Service Contractor Worker Retention Ordinance

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract 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 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, 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 contract 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, 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.

§421 Earned Income Tax Credit

- A. This Contract 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.

§422 Minority, Women, and Other Business Enterprise Outreach Program

- A. CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

§423 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 Contract 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/Consultant 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:
 - 1. "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 Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section at (213) 847-1922."
- C. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract 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 the Contract 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 the Contract 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.

§424 Contractor Responsibility Ordinance

- A. Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract 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 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: (1) notify the awarding authority within thirty 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; (2) notify the awarding authority within thirty 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; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) 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 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.

§425 Slavery Disclosure Ordinance

- A. This contract 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 Contract 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.

§426 Restriction on Disclosures

- A. 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.

§427 Child Support Assignment Orders

- A. This Contract 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 Contract 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 Contract 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.

§428 First Source Hiring Ordinance

- A. 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.
- B. 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.
- C. 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.

§429 Contractors' Personnel

- A. Contractor shall only assign personnel to this job that are qualified for this assignment by experience and/or education to perform the tasks under this Agreement in the event anyone is replaced or terminated, CONTRACTORS shall notify the CITY in writing, within five (5) days after termination, and provide information regarding the replacement employee's work and educational experience and qualifications.

§430 Warranty and Responsibility of Contractor

- A. CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession doing the same or similar work under the same or similar circumstances.

5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501 Defaults

- 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 §502 of this Agreement; or
 - 4. Terminate the Agreement.

§502 Suspension of the Agreement

- 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 §414 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503 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 30 days written notice prior to the effective date of the termination, which date shall be specified in the notice
- B. The City is not required to use other remedies provided in the Agreement prior to issuing a 30-day notice to terminate the Agreement.
- C. 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.
- D. 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.
- E. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to the Agreement.
- F. 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.
- G. Upon satisfactory completion and documentation of the termination activities, the City shall determine the total amount of funds earned by the Contractor.
- H. 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.
- I. Subsections B, C, D, E and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.

§504 Notices of Suspension or Termination

- A. In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants 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.

§505 Waiver

- A. Waiver of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.
- B. 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.

§506 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.

6. ENTIRE AGREEMENT

§601 Complete Agreement

- A. 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.

§602 Number of Pages and Attachments

- A. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes forty eight (48) pages and eight (8) Exhibits which constitute the entire understanding and agreement of the parties.

7. 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 AND LEGALITY: Executed this 27th day of FEBRUARY, 2012.

CARMEN A. TRUTANICH, City Attorney

By [Signature]
Deputy/Assistant City Attorney
Date 2/29/12

For: THE CITY OF LOS ANGELES

DOUGLAS GUTHRIE
General Manager
Los Angeles Housing Department

By: [Signature]

ATTEST:

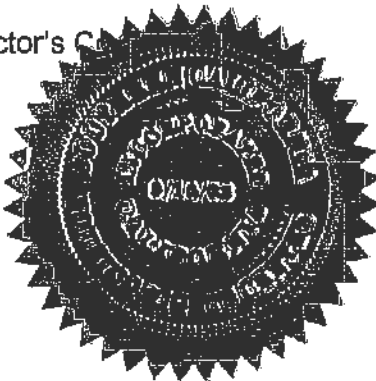
JUNE LAGMAY, City Clerk

By [Signature]
Deputy City Clerk
Date 3-2-12

Executed this 21 day of February, 2012.

For: SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER

(Contractor's C



By: [Signature]
Print Name Chancela Al-Mansour
Title: Executive Director

By: [Signature]
Print Name Aaron Bloom
Title: President

City Business License Number: 948688-0001-6
Internal Revenue Service ID Number: 95-2572642
Council File Number: 11-1112-S1; Date of Approval: 01/25/2012
Said Agreement is Number _____ of City Contracts

C-120170

EXHIBIT A
INSURANCE REQUIREMENTS

Form Gen 148 (Rev. 10/09)

Required Insurance and Minimum Limits

Name: Southern California Housing Rights Center Date: October 1, 2011

Agreement/Reference: Citywide Fair Housing Program

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
<input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)		
		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' Jones Act	
<hr/>		
<input checked="" type="checkbox"/> General Liability		\$ <u>1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct	
<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/>	
<hr/>		
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		\$ <u>500,000</u>
<hr/>		
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)		\$ <u>1,000,000</u>
Discovery Period <u>12 Months After Completion of Work or Date of Termination.</u>		
<hr/>		
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)		\$ _____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake	<input type="checkbox"/>	
<hr/>		
<input type="checkbox"/> Pollution Liability		\$ _____
<input type="checkbox"/>		
<hr/>		
<input type="checkbox"/> Surety Bonds – Performance and Payment (Labor and Materials) Bonds		100% of the contract price
<input type="checkbox"/> Crime Insurance		\$ _____

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) 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), 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 _____

Southern California Housing Rights Center

CONTRACTOR/BORROWER/AGENCY

Chancela Al-Mansour, Executive Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Chela Al-Mansour

SIGNATURE

2/15/12

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 which 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 12889.
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 voluntarily 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 than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER _____

Southern California Housing Rights Center

CONTRACTOR/BORROWER/AGENCY

Chancela Al-Mansour

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Chancela Al-Mansour
SIGNATURE

2-15-12
DATE

EXHIBIT D
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 and in Spanish at 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, 3rd Floor
Los Angeles, CA 90015
Phone: (213) 847-1922 — Fax: (213) 847-2777**

Rev. 06/06

EXHIBIT E

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:

Ch Al

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

Chancellor Al-Mansour

Printed Name

Executive Director

Title

2-15-12

Date Signed

Exhibit F – Description of Services to be Provided

The Southern California Housing Rights Center (HRC) and its subcontractors, the Fair Housing Foundation (FHF) and the Fair Housing Council of San Fernando Valley (SFV), will provide fair housing services to residents of the City of Los Angeles. HRC will provide services to the eastern, central, and western portions of the City (East Los Angeles NSA, Central NSA, and West Los Angeles NSA), FHF to the southern portion of the City (South Los Angeles NSA, Harbor NSA), and SFV to the northern portion of the City (North Valley NSA, South Valley NSA). The HRC's main office is in the Koreatown neighborhood of Los Angeles and is open Monday thru Friday, from 8:30 am to 5:00 pm. HRC also maintains a satellite office in West Los Angeles. HRC has staff that can provide fair housing services in seven languages: English, Armenian, Cantonese, Korean, Mandarin, Russian, and Spanish. HRC also maintains a toll-free Citywide Fair Housing Hotline to take all fair housing calls in the City. HRC shall refer callers from South Los Angeles and San Fernando Valley to FHF and SFV, respectively.

HRC will subcontract with FHF to provide services to the southern portion of the City. FHF will maintain an office in South Los Angeles that is open Monday thru Friday, from 8:30 am to 5:00 pm. FHF's South Los Angeles office will have two full-time staff that are available to provide services in English and Spanish. FHF's main office is in Long Beach, CA.

HRC will subcontract with SFV to provide services to the northern portion of the City. SFV's main office is located in Panorama City and is open Monday thru Friday, from 8:30 am to 5:00 pm. SFV's staff is able to provide services in English and Spanish.

HRC, FHF, and SFV will provide the following services to City of Los Angeles residents: (1) Telephone and Walk-in Counseling Services; (2) Discrimination Complaint Intake and Investigation; (3) Outreach and Education; and (4) Legal Services or Legal Referral (FHF, SFV).

1. Telephone and Walk-in Counseling Services

HRC, FHF, and SFV have housing counseling available to inform clients of their rights. Housing Counselors screen all client calls for possible discrimination issues. Housing Counselors also provide general information and materials on the California Civil Code and other applicable laws and provide clients with referrals to other organizations or government agencies such as Code Enforcement or the Health Department.

2. Discrimination Complaint Intake and Investigation

The discrimination complaint investigation begins at the intake phase. The investigation of a housing discrimination complaint may take between two to six months depending on the facts of the case

HRC has an investigation department of 5 Case Analyst (CA) and a Director of Investigations (DOI). After a discrimination inquiry is identified by HRC's counseling department, it is transferred to the DOI who reviews it and assigns it to one of the CAs. Once the CA has done an intake interview with the client, the CA consults with the DOI to determine whether a case should be opened for investigation. If they determine that a case should be opened, the CA, in consultation with the DOI, determine a course for investigation. (e.g.: testing, surveying, witness statements, etc.). After the investigation, the DOI and the CA determine a course for resolving the complaint. At this stage, the DOI and the CA may consult with the HRC's legal department if litigation is an option.

FHF has 2 Case Analyst (CA) and a Director of Investigation (DOI). After a discrimination inquiry is identified by one of FHF's housing counselors, it is transferred to FHF's DOI who assigns it to one of the CAs. The CA is responsible for conducting the intake interview.

Once the intake interview is complete, the CA summarizes the interview for the DOI, who will conduct the investigation (e.g.: testing, surveying, witness statements, etc.). After the DOI completes the investigation, he/she discusses his/her findings with the CA and together they determine a course for resolution. At this stage, the DOI may consult with HRC's legal department. If litigation is the course of action, the DOI will retain the case file and work directly with HRC's legal department. If the course of action is anything other than litigation (e.g.: contacting the landlord/management company), the CA is responsible for carrying out the course of action for resolution.

At SFV, case investigations are done primarily by the Senior Housing Coordinator, Housing Coordinator, and Assistant Executive Director. However, SFV's Executive Director also maintains a small case load. These same staff also counsel callers and screen calls for discrimination issues. When a discrimination issue is identified, the same staff member conducts the discrimination complaint intake interview. If the intake interview is conducted by the Senior Housing Coordinator or Housing Coordinator, they will meet with the Assistant Executive Director, who functions like a Director of Investigations, to discuss case investigation strategy. All staff who investigate cases participate in the weekly meetings with the consulting attorney to discuss case investigation strategy and whether legal action is appropriate.

HRC, FHF, and SFV use the following tools when investigating claims of housing discrimination: (a) testing, (b) surveying, (c) on-site visits, (d) witness interviews and (e) document request and review.

- a. **Testing:** Every effort is made to initiate testing in cases where it is appropriate as soon as possible after intake. Typically, this is within 2 or 3 days of the initial complaint. A concerted effort is made to test immediately in complaints by a prospective renter or a refusal to rent. Standardized report forms have been designed to elicit information gathered during tests. The forms require testers to provide a comprehensive narrative of their experience in addition to detailed specific information.
- b. **Surveys:** When testing of the kind described above is not possible or appropriate, for example, when there are no vacancies or when the allegation is by an in-place tenant complaining of harassment, surveys of other tenants at the complaint address will often be conducted. Comprehensive information is sought from those surveyed about their tenancy, as well as their general impressions about the conditions at the complaint address, with specific attention to the issues raised in the complaint.
- c. **On-site Visits:** On-site visits by staff are an important investigation tool when the physical conditions or the rental premises are at issue. In an investigation of alleged disability discrimination, physical evidence, such as photographs and diagrams, will verify the lack of an accommodation, such as a ramp, and the feasibility of installation.
- d. **Witness Statements:** Clients frequently have witnesses who can verify elements of their allegations. Witnesses are interviewed and the information they provide is documented in signed and dated declarations.
- e. **Document Request and Review:** When building a case, a complete file of the tenant and landlord's interaction is maintained. Rental agreements, advertisements, notices, and any correspondence that has been exchanged are obtained. Respondent property searches are also conducted. This helps in determining

whether there are other testing options, which can assist in establishing a pattern and practice of discrimination.

3. Outreach and Education

HRC, FHF, and SFV will provide a citywide outreach program that will include distributing fair housing informational brochures, conducting fair housing workshops and presentations, staffing information tables at the resources fairs and community events, and submitting public service announcements and press releases to the media. HRC will also coordinate an annual Housing Rights Summit in the City.

4. Legal Services or Legal Referral

HRC has a legal department of three full-time attorneys and a legal assistant. HRC's attorneys litigate housing discrimination cases, primarily in federal court, from intake through trial and appeal. Besides significant litigation responsibility, HRC's attorneys act as in-house counsel for HRC's Investigations, Counseling, and Outreach Departments.

HRC's attorneys meet daily with investigation department staff to review cases for possible legal action. In many cases, HRC's attorneys are available to resolve cases without litigation. For example, in many disability cases the investigations staff make reasonable accommodation request on behalf of clients that go unanswered. The attorneys then get involved and send "last chance to accommodate" demand letters. HRC has 98% success rate with these "last chance" letters. This type of service is invaluable to HRC's clients who would likely not find a private attorney to make this "last chance" demand because there would be no financial gain for the attorney.

HRC's attorneys also represent the agency at meetings with public officials, committees, and working groups, conduct fair housing presentations and trainings, draft materials in support of these presentations and trainings, and publish articles relevant to fair housing.

Since April 2007, FHF has had an attorney consulting agreement in place with HRC. HRC's attorneys provide legal support to FHF's staff in the same way described above. HRC's Litigation Director (LD) and FHF's Director of Investigations (DOI) work most closely together. When FHF's DOI wants to review a case with HRC, he/she scans the complete file, emails it to HRC and sets up a call with HRC's LD, or Staff Attorney to which he/she has assigned the case. HRC's Litigation department also provides training to FHF's staff to help improve case investigation and resolution procedures. For example, FHF's investigations staff now use demand letters that were drafted by HRC's LD for use by HRC's investigations staff.

SFV has a consulting agreement in place with a private attorney. The attorney meets with SFV's investigations staff once per week to review cases for assistance with investigations strategy and possible litigation. When a case is ready for litigation, the consulting attorney may take the case, or SFV may refer the case to outside private counsel.

Exhibit G – Program Income Use Plan

All program income, defined at 24 C.F.R. 570.500 (a) and generated by the activities of the Southern California Housing Rights Center (HRC), pursuant to this fair Housing Program Agreement with the City of Los Angeles (City), shall be utilized by HRC for the purpose and activities of furthering fair housing.

HRC shall deposit all program income in a revolving fund as defined in 24 C.F.R 570.500 (b) and use generally accepted accounting procedures to track the receipt and use of program income. HRC will use program income before drawing down other program funds.

HRC will prepare monthly financial statements that show monthly income, expenses, and cumulative income and expenses for the fiscal year. As part of monthly draw down cash requests to the City, HRC will identify program income used for the month. HRC will also report quarterly on the receipt and expenditure of the program income earned from activities funded by this Agreement. A description of the activities which generate the program income will be included.

Program income shall be disbursed according to this Program Income Use Plan. The following are purposes and activities for which program income may be used:

- Operating cash-flow
- Staffing of Litigation Department, including salaries, benefits
- Staff development, including conference and training registration and travel cost
- Litigation department subscriptions, such as Lexis or Westlaw
- Litigation cost for City of Los Angeles cases, such as filing fees
- Equipment
- Printing of new outreach material
- Investigation and enforcement activities, such as audits
- Outreach activities

HRC must obtain written approval from the City prior to using program income funds for purposes or activities different than those listed in the Program Income Use Plan.

If the Fair Housing Program Agreement with the City is not renewed upon expiration, HRC shall return all unexpended program income to the City.

Exhibit H – Outreach Goals*

Event Type*	HRC East, Central, West	FHC South, Harbor	SFV North and South Valley	Goal**
Agency Contacts	120	60	60	240
Agency & Community Meetings	24	12	12	48
Booths				
Coordinated	4	4	4	12
Local Service Area	8	4	4	16
Literature Distribution	5,000	3,500	3,500	12,000
Management Training				
English	8	4	4	16
Spanish	2	1	1	4
Korean	1	0	0	1
Media				
Advertisements	12	2	2	16
Newsletter	1	4	4	9
Press Releases	4	4	4	12
PSAs	6	6	6	18
Presentations				
Agency	8	4	4	16
Community	8	4	4	16
Tester Training				
New Testers	15	10	10	35
New Training Sessions	3	3	3	9
Refresher Sessions	1	1	1	3
Workshops				
Community	5	3	3	11
Housing Industry	1	1	1	3
Special Events				
Housing Rights Summit	1	0	0	1
Annual Topical Seminar	1	0	0	1
Reception/Poster Contest	0	1	1	2
Proclamation	1	0	0	1

*HRC, FHF, and SFV will also report to the City on the number of citywide booths staffed, community events attended, other media presentations provided to government agencies, and staff trainings attended.

**Goals are based on a 12-month program year. For this 6-month Agreement, 50% of each goal figure must be met.