

**COOPERATION AGREEMENT BY AND BETWEEN
THE COMMUNITY DEVELOPMENT COMMISSION OF THE
COUNTY OF LOS ANGELES AND THE LOS ANGELES HOUSING AND COMMUNITY
INVESTMENT DEPARTMENT FOR SHARED DATA COLLECTION AND CREATION AND
MAINTENANCE OF A HOUSING RESOURCE CENTER PARTNER WEBSITE**

This Cooperation Agreement ("Cooperation Agreement") is made and entered into on ____, 2015 by and between the Community Development Commission of the County of Los Angeles ("Commission"), the Los Angeles Housing and Community Investment Department ((HCIDLA)), and Non-Profit Industries, Inc., a North Carolina not for profit corporation d/ba/ Socialserve.com ("Contractor"). The Commission, HCIDLA and the Contractor are hereinafter referred to collectively as the "Parties" and each individually as a "Party." This Agreement relates to HCIDLA's desire to enter into a partnership with the Contractor to create and operate a partner website ("HCIDLA Partner Website") to the Los Angeles County Housing Resource Center website ("LAC-HRC") that has been developed and is operated by the Contractor on behalf of the Commission.

A. WHEREAS, Commission and Contractor entered into a Contract for Internet-Based Housing Database Website Services on March 31, 2009, which has had subsequent amendments ("Master Agreement") for purposes of creating, managing, maintaining and expanding information and services on the LAC-HRC website.

B. WHEREAS, the LAC-HRC collects and disseminates data on affordable and market-rate rental and for-sale housing for the entire County of Los Angeles, and in so doing contains and disseminates housing data that may benefit HCIDLA.

C. WHEREAS, the LAC-HRC has additional functions and data management capability to collect and disseminate data on housing accessibility features in projects and/or units that are assisted, in whole or in part, by public financing or project-based vouchers, and such features and capacity may benefit HCIDLA.

D. WHEREAS, the Board of Supervisors of the County of Los Angeles and the Board of Commissioners of the Commission authorized the Commission's Executive Director to execute partnership agreements that allowed Los Angeles County cities and agencies to utilize the Contractor to develop partner websites that were coordinated with the LAC-HRC database.

E. WHEREAS, the current Master Agreement, as amended, expires on December 31, 2015, but is expected to be extended prior to expiration by the Commission as provided for under the terms of the Master Agreement.

F. WHEREAS, HCIDLA wishes to enter into this Cooperation Agreement in order to utilize the services of the Contractor to design, launch and maintain an HCIDLA Partner Website that will be used by HCIDLA as an internet-based platform to have their portfolio of

HCIDLA funded multi-family properties registered in order to affirmatively market accessible units.

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

1. Purpose

The purpose of this Cooperation Agreement is to enable HCIDLA to negotiate and pay costs related to the development and operation of a HCIDLA Partner Website with associated fees that would be paid to the Commission. HCIDLA shall work directly with the Contractor, with assistance from the Commission, to develop a scope of work for housing data and website functions on a website that mirrors the LAC-HRC in design and functionality, but is tailored specifically to the needs of HCIDLA as well as the mutual needs and goals of the HCIDLA and the Commission.

2. Project Description – Functional Requirements

- A. The HCIDLA Partner Website will be called the City of Los Angeles Housing Resource Center and shall contain a banner graphic look and banner that retains elements or mirrors functions of the LAC-HRC. The participation of both HCIDLA and the City of Los Angeles shall be clearly identified on the LAC-HRC website and promoted as a regional partnership to increase affordable housing data collection and reduce homelessness throughout the County of Los Angeles;
- B. The Contractor shall provide and HCIDLA agrees to allow a Commission-approved logo or icon link to the LAC-HRC along with text or graphics that identify the HCIDLA Partner Website as a partner site of the LAC-HRC to be prominently displayed on the home page of the HCIDLA Partner Website and the LAC-HRC;
- C. HCIDLA further agrees to allow text descriptions about the regional partnership between the City of Los Angeles and the County of Los Angeles on both the HCIDLA Partner Website and the LAC-HRC as a means of announcing and explaining the regional effort to share resources to address regional housing and homeless issues;
- D. The HCIDLA Partner Website shall, as deemed necessary by the Commission, maintain other reciprocal links and graphic icons on the partner page that identifies the LAC-HRC partnership;
- E. The HCIDLA Partner Website shall have, at a minimum, buttons or links to (a) search for housing, and (b) list housing; and
- F. The Contractor and HCIDLA shall be free to develop search and listing preferences that focus on the City of Los Angeles and/or any subset of HCIDLA -

funded projects, however all HCIDLA listings will also be made available on the LAC-HRC, unless permission is granted by the Commission for exceptions.

3. Responsibilities of HCIDLA

- A. Develop a scope of work and manage the work of the Contractor in accordance with Exhibit A;
- B. Pay all costs of developing and maintaining the HCIDLA Partner Website;
- C. Pay an annual fee to the Contractor and Commission as specified in Exhibit A;
- D. Maintain reciprocal links and graphic icons on the HCIDLA Partner Website that identifies the LAC-HRC partnership;
- E. Participate in Commission efforts to obtain GIS mapping functionality for the LAC-HRC listings.
- F. Participate and assist the Commission in gathering information about Los Angeles housing resources that may also be made available on the main website.
- G. Maintain a URL domain registration of www.housing.lacity.org which may be available for use upon the approval of both HCIDLA and the Commission.

4. HCIDLA has the right to:

- A. Design and develop the HCIDLA Partner Website with specific features that serve their programmatic needs, provided that the Commission approves the features, they are reasonably within the Scope of Work, and they do not cause undue hardship or cost burden to the Contractor, as determined by the Commission on a case by case basis.
- B. Develop, operate and promote the Project as part of a regional data sharing, public benefit, and affirmative marketing partnership between the City of Los Angeles and the County of Los Angeles.
- C. Continue to access the full range of LAC-HRC data available to approved agencies and cities within the County.

5. Mutual Responsibilities

The Parties shall be mutually responsible for the following:

- A. Maintaining authority and approvals to administer and implement the scope of work and associated payments outlined in this Cooperation Agreement.

6. Fees and Payments

- A. HCIDLA agrees to pay the Contractor and Commission up to \$37,455, which includes an administrative fee of 10% not to exceed \$3,405 for Year One, as itemized in Exhibit A.
- B. As itemized in Exhibit A, beginning in Year Two, HCIDLA agrees to pay the Contractor and Commission up to \$85,140, and beginning in Year Three, HCIDLA agrees to pay the Contractor and Commission up to \$79,475. Both years include an administrative fee of 10%.
- C. All payments due subsequent to December 31, 2015, shall be conditioned upon renewal of the Master Agreement.
- D. Payments of Commission fees shall be invoiced by Contractor and included in Contractor payments and forwarded to Commission upon receipt.
- E. Contractor and HCIDLA may mutually agree, in writing, to add and pay for additional services outside of the scope of work of this Cooperation Agreement, provided that the work items and fees are disclosed to the Commission.
- F. All one-time and/or annual payments shall include an additional 10% [not to exceed \$3,405 in Year One and \$7,190 in Year Two, as specified in Exhibit A] administrative fee paid to the Contractor for pass-through to the Commission within 30 days of receipt of payment.

7. General Terms and Conditions

- A. This Cooperation Agreement shall take effect upon execution and shall remain in effect for three years, unless terminated by any of the Parties, and provided that the Master Agreement is extended for at least three years prior to December 31, 2015;
- B. The term of this Cooperation Agreement may be extended by an Amendment to this Agreement.
- C. Notwithstanding any provision of this Cooperation Agreement to the contrary, the terms and conditions of the Master Agreement shall take precedence in all cases.
- D. The City of Los Angeles and HCIDLA shall be listed as additionally insured for all Contractor insurance coverages required by the Commission, and the Contractor shall provide evidence of insurance on an annual basis.

- E. The Commission shall retain the sole and absolute right of data control and ownership for all housing data listed on the LAC-HRC and any partner website, except, that data related to properties listed in the City of Los Angeles (the "Los Angeles Data") shall have shared ownership and data control rights that are mutually owned by HCIDLA and the Commission.
- F. All of the Parties agree that it is in their best interest to allow shared data rights for all publicly-funded affordable rental properties, but that each agency shall have the right to add, remove, amend, compile, transfer, distribute in any media format, or request reports or analysis of data related to properties that they have funded, administered, or provided services to.
- G. All of the Parties agree that there may be specific types of housing data, such as locations of certain types of shelters or special needs housing, that may not or should not be disclosed on a public website, and agree to implement appropriate protections and to abide by all Fair Housing regulations and best practices.
- H. HCIDLA and the Commission agree to act in good faith to maintain the Contractor's need to protect housing listings and owner listings from unauthorized downloads or exposure to other companies, entities, or persons who seek to access and utilize the information for unauthorized purposes that have not been approved by any of the Parties.
- I. In the event HCIDLA desires to export, or have the Contractor export, data from the HCIDLA Partner Website to a subcontractor or consultant, HCIDLA shall require each subcontractor or consultant to whom the Los Angeles Data is transferred to execute a written acknowledgement and agreement to abide by such HCIDLA's license to use the shared Los Angeles Data.
- J. Notwithstanding any provision of this Cooperation Agreement to the contrary, HCIDLA shall not have the right to sell, resell or otherwise transfer its license to use the Los Angeles Data or any other housing data from the LAC-HRC database to any other person, website, apartment listing service, or any other entity.
- K. Nothing in this Cooperation Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Cooperation Agreement or any provision herein contained. This Cooperation Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.
- L. No Party may terminate its participation under this Cooperation Agreement without the prior written consent of the Commission.
- M. This Cooperation Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Cooperation Agreement represent that they have the authority to bind their respective party to this Cooperation Agreement.

8. Amendments

- A. This Cooperation Agreement may be amended or modified at any time with the written consent of all Parties.
- B. Any change in the terms of this Cooperation 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 HCIDLA and the Contractor shall be incorporated into this Cooperation Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto.
- C. In the event that HCIDLA , or the City of Los Angeles, issue new directives or regulations affecting this Cooperation Agreement, the Parties agree to reasonably endeavor to amend this Cooperation Agreement as needed, and in a timely manner, provided that the Commission approve the amendment and that there is no conflict with the Master Agreement.

9. Termination

- A. Any of the Parties may terminate this Cooperation Agreement upon giving the other Parties at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. In the event of termination, all property, data, studies, reports and record that are specific to HCIDLA , the HCIDLA Partner Website, or the City of Los Angeles shall be disposed of by the Contractor according to standards provided by HCIDLA .
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) or that the Master Agreement is terminated or expired, the Contractor shall provide to HCIDLA copies of all data and documentation related to the HCIDLA Partner Website in a manner consistent with the similar obligations to the Commission under the Master Agreement.
- D. Upon satisfactory completion of all termination activities, HCIDLA shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses, including the proportionate administrative fee due to the Commission, reasonably and necessarily incurred in the satisfactory performance of this Cooperation Agreement.
- E. HCIDLA may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to HCIDLA from the Contractor is determined.
- F. The foregoing subsections B – E shall also apply to activities terminating upon the completion or expiration of this Cooperation Agreement.
- G. In the event that this Cooperation Agreement is terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of this Cooperation Agreement.

10. Suspension and Default

- A. HCIDLA may suspend all or part of the HCIDLA Partner Website operations for failure by the Contractor to comply the terms and conditions of this Cooperation Agreement by giving written notice to the Contractor and Commission, which shall be effective upon receipt.
- B. Said notice of noncompliance shall set forth the specific conditions or remedies for the cure and set the period for the corrective action by the Contractor.
- C. Within five (5) working days, the Contractor shall reply in writing setting forth the corrective actions needed.
- D. Performance by the Contractor under this Cooperation Agreement shall be automatically suspended without any notice from HCIDLA as of the date the Contractor is not fully insured under the terms of the Master Agreement, and performance shall not resume without the prior written consent of HCIDLA.
- E. Should the Contractor fail for any reason to comply with the contractual obligations of this Cooperation Agreement within the time specified by this Cooperation Agreement, HCIDLA reserves the right to:
 - a. Reduce the total budget;
 - b. Make any changes in the general scope of this Cooperation Agreement that are approved by the County;
 - c. Suspend project operations related to the HCIDLA Partner Website; or
 - d. Terminate this Cooperation Agreement.
- F. The Commission may, at its sole discretion, also determine that any uncured noncompliance by the Contractor leading to suspension or termination of the Cooperation Agreement may also be deemed a cause for Default under the Master Agreement.

11. Waivers

- A. Waivers of the provisions of this Cooperation Agreement must be in writing and signed by the authorized persons in HCIDLA and the Commission.
- B. No waiver by HCIDLA 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.

12. Complete Agreement

- A. This Cooperation Agreement shall take effect upon execution and shall remain in effect for three years, unless terminated by any of the Parties, and provided that the Master Agreement is extended prior to December 31, 2015;
- B. This Cooperation Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Cooperation Agreement includes ten (10)

pages and two (2) Exhibits, which constitute the entire understanding and agreement among the parties.

IN WITNESS WHEREOF, the parties have executed this Participation Agreement for the Los Angeles County Housing Resource Center website on the date indicated below.

Executed this ____ day of _____, 2015

For: COUNTY OF LOS ANGELES

COMMISSION
Community Development Commission of the County of Los Angeles

By: _____
Sean Rogan, Executive Director

Date: _____

COUNTY OF LOS ANGELES
Chief Information Office

By: _____
Richard Sanchez, Chief Information Officer

APPROVED AS TO FORM:
MARK J. SALADINO,
County Counsel

By: _____
Deputy County Counsel

Date: _____

For: CONTRACTOR
NON-PROFIT INDUSTRIES
d/b/a/SOCIALSERVE.COM

By: _____
Van Gottel, Chief Executive Officer

Date: _____
Executed this ____ day of _____, 2015

For: THE CITY OF LOS ANGELES /
HCIDLA

RUSHMORE D. CERVANTES
General Manager
Los Angeles Housing and Community Investment Department

By: _____

Date: _____

APPROVED AS TO FORM:
MIKE FEUER, City Attorney

By: _____
Deputy Assistant City Attorney

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

(Contractor's Corporate Seal or Notary)

City Council File No. _____; Date of City Council Approval: _____

Said Agreement is Number _____ of City Contracts

COMMISSION
Community Development Commission of the
County of Los Angeles

COUNTY OF LOS ANGELES
CHIEF INFORMATION OFFICE

DRAFT

EXHIBIT A
PROJECT COST SCHEDULE

<i>Service Component</i>	<i>Year 1</i>	<i>Year 2</i> <i>Annual Fee</i>	<i>Year 3</i> <i>Annual Fee</i>
Develop artwork ("Skin") for new HCIDLA custom header co-branded with County site	\$2,500	-	-
Develop artwork/ language for marketing and promotion, printing	\$2,500	-	-
Develop search link to return all listings <ul style="list-style-type: none"> • Include "flag": to identify HCIDLA properties as needing to be in compliance with listings on site • Link will also flag LA County properties if they are co-funders with HCIDLA/City 	\$1,200	\$575	\$575
Launch website <ul style="list-style-type: none"> • Configuring database for HCIDLA data • Setting up DNS for URLs • HTML coding to build site 	\$1,400	-	-
Host Housing website and basic support services	-	\$10,000	\$10,000
Four (4) Landlord Trainings per year (\$500 per event) (by local Socialserve.com PM)	\$2,000	\$2,000	\$2,000
Prevent "flagged" HCIDLA properties from being able to be deleted by owner(s) without authorization	\$800	\$550	\$550

<i>Service Component</i>	<i>Year 1</i>	<i>Year 2 Annual Fee</i>	<i>Year 3 Annual Fee</i>
Develop custom report to send monthly to include status and contact information: <ul style="list-style-type: none"> ○ Available ○ Registered ○ Not registered ○ Accessible ○ Waitlisted 	\$900	\$275	\$275
Staff Training	\$500	-	-
Initial registration/outreach/support billed at \$55/project. Year 1 for 350 projects (federal funding); year 2 for 500 projects (CRA and Bond restrictions); year 3 for 400 projects (Land Use restrictions), totaling 1,250 projects over 3 years. Query current listings with special populations designations and contact those properties to increase accessible descriptions and educate on reason behind the effort. <ul style="list-style-type: none"> • Ensure accessible features listed for units for tenants with 1) mobility impairments; 2) sensory (hearing/visual) impairments • Ensure these features can be queried by general public 	\$19,250	\$27,500	\$22,000
Call Center Support	-	\$35,000	\$35,000
Specialized travel/training	\$3,000	-	-
Merge City and County Portfolio for shared data access <ul style="list-style-type: none"> • Pending agreement by both parties 	-	\$1,500	\$1,500

<i>Service Component</i>	<i>Year 1</i>	<i>Year 2 Annual Fee</i>	<i>Year 3 Annual Fee</i>
Custom coding, field collection, surveys, data analysis		Out of Scope – billed per project on agreed upon hourly fees or separate contract	Out of Scope – billed per project on agreed upon hourly fees or separate contract
Printing Fee	\$1,850	\$1,850	\$1,850
Subtotal	\$34,050	\$77,400	\$72,250
CDC 10% Administrative Fee	\$3,405	\$7,740	\$7,225
Total	\$37,455	\$85,140	\$79,475

The Contractor shall also provide the following general support services:

- (1) Property Provider Support
 - (i) Registration (online, phone and fax support);
 - (ii) Property listing (online, phone and fax support); and
 - (iii) Property availability updates (online, phone and fax support).

- (2) Tenant Support
 - (i) Primary contact for tenant searches through:
 - a) Los Angeles URL to be determined;
 - b) Housing.LACounty.gov and subsidiaries;
 - c) Socialserve.com website;
 - d) Socialserve.com's toll free number to Call Center;
 - (ii) Service usage training (how to use Socialserve.com); and
 - (iii) Referrals as needed/appropriate to other program or services.

EXHIBIT B

(if needed)

SUBSCRIPTION AREA OF COVERAGE

For the purposes of this agreement, the subscriber-based services under this agreement are available to following jurisdiction(s):

- The new website is to encompass the City of Los Angeles and will operate as an extension of Housing.LACounty.Gov referred to as the Master Website.
- All listings will be displayed on the Master Website and on the new URL and website to be determined for the City of Los Angeles Housing and Community Investment Department.
- The Master Website must have final determination regarding all inclusions and/or exclusions of territories within the Master Website area of service.

In this case the Master Website encompasses all areas within the County of Los Angeles boundaries.