



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

2-D August 6, 2019

A handwritten signature in black ink, appearing to read "Celia Zavala", is written over a light blue background.

CELIA ZAVALA
EXECUTIVE OFFICER

August 06, 2019

The Honorable Board of Commissioners
Los Angeles County Development
Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

APPROVE FAMILY REUNIFICATION HOUSING SUBSIDY PROGRAM FUNDS (ALL DISTRICTS) (3 VOTE)

SUBJECT

This letter requests that your Board approve the allocation of a total of \$3,388,000 in Family Reunification Housing Subsidy (FRHS) funds, as contained in Strategy B-6 of the County of Los Angeles' Homeless Initiative. FRHS funding consists of \$1,468,000 in Measure H and \$1,920,000 in Department of Children and Family Services (DCFS)-FRHS funds. Approval of the allocation will permit the County of Los Angeles to continue providing temporary rental assistance and supportive services to families in the welfare system where homelessness is the sole barrier to family reunification.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the projects listed in Attachment A are not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because these projects do not have the potential for causing a significant effect on the environment.
2. Approve and authorize the Executive Director, or her designee, to execute, amend, and if necessary, terminate FRHS Reimbursable Contracts, a sample of which is presented in substantially final form, with the agencies listed in Attachment A, for \$3,000,000, following approval as to form by County Counsel and execution by all parties through July 31, 2020.
3. Authorize the Executive Director, or her designee, to reprogram FRHS funds among the agencies listed in Attachment A as needed in order to fully expend the initial funds granted to the Los Angeles County Development Authority (LACDA) by July 31, 2020.

4. Approve and authorize the Executive Director, or her designee, to execute, amend, and if necessary, terminate a contract with the Los Angeles Homeless Services Authority (LAHSA) for \$49,200, following approval as to form by County Counsel and execution by all parties through July 31, 2020.

5. Authorize the Executive Director, or her designee, to receive and incorporate into the LACDA's annual budget any additional funds approved by the Board, and, if necessary, extend the FRHS contracts with the agencies listed in Attachment A and LAHSA through June 30, 2024.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve the allocation of FRHS funds to agencies that will provide rental assistance and supportive services for families who are homeless or at-risk of homelessness in Los Angeles County. Approving the recommended actions allows the LACDA, along with partner agencies, to implement Strategy B-6 of the Homeless Initiative.

The proposed funding recommendations allocate \$3,000,000 in FRHS funds to the agencies listed in Attachment A, to provide services in each of the eight SPAs, through agreements with the LACDA. Funds will be used to provide temporary rental assistance for rapid re-housing and supportive services to families. The funds may be used for service delivery models in support of the existing Homeless Family Solutions System that positively impact the lives of the eligible families who are homeless or at-risk of homelessness, with the goal of moving them into permanent housing and achieving housing stability.

Due to the limited amount of funds, there will be only one project per SPA. The funding allocation is based on the 2018 Homeless Count.

In addition, the Executive Director, or her designee, will be authorized to reprogram the initial funds among the agencies listed in Attachment A within each grant to ensure that all funds are spent by July 31, 2020, and will be able to execute, amend, and, if necessary, terminate the attached standard Reimbursable Contract.

Under Strategy B-6, out of home placement cost savings will be monitored, based on the assumption that the child(ren) would have otherwise remained in placement for 12 additional months, and the savings will be reinvested to sustain the program on an ongoing basis. The Executive Director, or her designee, will be authorized to incorporate into the LACDA's annual budget any additional FRHS funds approved by the Board, and extend the DCFS-FRHS contracts through June 30, 2024 subject to funding availability.

FISCAL IMPACT/FINANCING

On May 28, 2019, your Board approved the incorporation into the LACDA's Fiscal Year 2019-2020 budget of \$3,388,000 in FRHS funds to fund the Homeless Initiative Strategy B-6.

Of the \$3,388,000 in FRHS funds, \$3,000,000 will be allocated to the agencies listed in Attachment A to reunite parent(s) with children in DCFS custody where the sole barrier to reunification is homelessness, and \$338,800 will be used to administer the program. In addition, the remaining balance of \$49,200 will be used for the LAHSA Homeless Management Information System (HMIS) contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agencies listed in Attachment A were selected based on a Request for Proposals (RFP) released on April 30, 2019. A total of 12 responses were received and scored, and following a selection process, seven agencies received funding. One agency is recommended to provide services in two Service Planning Areas (SPAs). These initial funds are expected to be expended by July 31, 2020.

The Executive Director, or her designee, will be authorized to execute, amend, and, if necessary, terminate a contract with LAHSA for the HMIS system for data collection and reporting through July 31, 2020.

ENVIRONMENTAL DOCUMENTATION

The activities funded for the service-only projects (listed in Attachment A) are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because the activities are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

The LACDA announced the RFP release date on April 30, 2019, and notifications were sent to more than 100 homeless service providers. Upon release of the RFP, all prospective applicants were required to attend a mandatory proposers' conference which was held at the LACDA's main office. A total of 12 proposals were received by the deadline of 4:00 p.m., May 31, 2019.

Proposal evaluation consisted of two tiers of review: Threshold Review and Technical Review. Threshold Reviews were conducted by LACDA staff and Technical Reviews were conducted by selected consultants and LACDA staff.

The RFP included a process for applicants to appeal individual scores on procedural issues or technical errors. Applicants were notified of the scoring results and given five days to appeal. No written appeals were received.

The RFP used an objective scoring system and expert technical reviewers to score the applications. Based on the RFP's evaluation criteria, the proposals with the highest scores in each of the eight SPAs that scored the minimum of 75% of the total points are recommended for funding awards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The requested actions will allow the reunification of families where the only barriers are the lack of appropriate housing and/or homelessness.

The Honorable Board of Commissioners

8/6/2019

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Monique King-Viehlend". The signature is written in a cursive, flowing style.

MONIQUE KING-VIEHLAND

Executive Director

MKV:DB:LJ:RW

Enclosures

ATTACHMENT A

**TABLE I-RENTAL ASSISTANCE AND SUPPORTIVE SERVICE
PROJECTS RECOMMENDED FOR FAMILY REUNIFICATION
HOUSING SUBSIDY (FRHS) FUNDING**

SPA	2018 Homeless Count by SPA	Agency	Address	FRHS Contract Amount
1	8.73%	Antelope Valley Domestic Violence Council	P.O. Box 2980 Lancaster, CA 93539	\$261,905
2	19.45%	Volunteers of America, Los Angeles	3600 Wilshire Blvd., Suite 1500 Los Angeles, CA 90010	\$583,333
3	5.83%	Volunteers of America, Los Angeles	3600 Wilshire Blvd., Suite 1500 Los Angeles, CA 90010	\$175,000
4	19.64%	People Assisting the Homeless	340 N. Madison Ave. Los Angeles, CA 90004	\$589,286
5	8.09%	St. Joseph Center	204 Hampton Drive Venice, CA 90291	\$242,857
6	21.03%	Upward Bound House	1104 Washington Ave. Santa Monica, CA 90403	\$630,952
7	8.66%	The Whole Child	10155 Colima Rd. Whittier, CA 90603	\$259,524
8	8.57%	Harbor Interfaith Services	670 W. 9 th Street, San Pedro, CA 90731	\$257,143

REIMBURSABLE CONTRACT

FOR THE

FAMILY REUNIFICATION HOUSING SUBSIDY PROGRAM

BETWEEN

THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

AND A

COMMUNITY - BASED ORGANIZATION

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**THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
FAMILY REUNIFICATION HOUSING SUBSIDY PROGRAM**

**REIMBURSABLE CONTRACT
WITH A
COMMUNITY-BASED ORGANIZATION
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**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FAMILY REUNIFICATION HOUSING SUBSIDY PROGRAM
REIMBURSABLE CONTRACT
WITH A
COMMUNITY-BASED ORGANIZATION**

PROJECT TITLE: «Project_Name»

PROJECT NUMBER: «Project_No»

CONTRACT NUMBER: «Contract_No»

THIS CONTRACT is made and entered into this «Day» day of «Month», by and between the Los Angeles County Development Authority (LACDA), and «Agency_Name», hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the Department of Children and Family Services (DCFS) has made funding available under the Family Reunification Housing Subsidy (FRHS) Program Fund; and

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

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

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A, Project Description and Activity Budget, Exhibit B, Insurance Requirements, and Exhibit C, Charitable Contributions Certification.
2. CONTRACT ADMINISTRATION. LACDA through its Executive Director, or his/her designee, shall have full authority to act for the LACDA in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in the Exhibit A, Project Description and Activity Budget.
4. TIME OF PERFORMANCE. The Operating Agency shall commence the services described herein on the date first above written and shall complete same by no later than «EndDate».
5. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Contract, the LACDA shall reimburse the Operating Agency an amount not to exceed «Budget» «**Budget_Amount**», which shall constitute full and complete

compensation hereunder for the implementation of the project described in Exhibit A. Said reimbursement will only be paid out of FRHS authorized by the County Board of Supervisors for these purposes on July 30, 2019, for allowable costs actually incurred and paid for the express purposes specified. Funds shall be paid only after submittal of the electronic payment request form. This payment request form must be submitted on a minimum of a monthly basis as specified and provided by the LACDA. Said payment request shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6 of this Contract. After timely receipt and approval of each payment request form, the LACDA will draw a check in favor of the Operating Agency in the approved amount.

The Operating Agency shall have no claim against the County or LACDA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Operating Agency after the expiration or other termination of this Contract. Should the Operating Agency receive any such payment, it shall immediately notify the LACDA immediately repay all such funds to the LACDA. Payment by the LACDA for services rendered after expiration and/or termination of this Contract shall not constitute a waiver of the LADCA 's right to recover such payment from the Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. BUDGET SECTION. No more than the amounts and expenditure items specified in the Exhibit A, Project Description and Activity Budget, to this Contract, which is attached hereto and incorporated herein by this reference in Section 3, may be spent for the separate cost categories specified in the Exhibit A without written approval of the LACDA.
7. EXPENDITURE PERFORMANCE STANDARDS. All FRHS funds are expected to be expended by July 31, 2020. In order to meet this requirement, funds may be recaptured and reallocated to other agencies based on the needs of the Service Planning Area (SPA). The LACDA reserves the right to make the final determination, at its sole discretion, as to the amount of reduction of the Operating Agency's contract budget, if any.
8. RESTRICTION ON USE OF PROGRAM FUNDS. These funds are restricted for families with a Home of Parent (HOP) court order from the Los Angeles County Children's Court and a referral from a 211 staff member from the court. No monies for this Project may be used to supplant Federal, State, County and/or other monies available to the organization for any purpose.
9. COMPLIANCE WITH LAWS. The Operating Agency agrees to be bound by applicable Federal, State, and local laws, regulations, and directives as they pertain to the performance of the Contract, including, but not limited to, Sections a-g below.
 - a. The Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected

to discrimination under any program or activity receiving assistance under this contract.

- b. The Operating Agency shall ensure equal opportunity in the award and performance of any contract to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.
- c. During the performance of this Contract, the Operating Agency agrees as follows:
 - i. The Operating Agency shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Contract, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Operating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
 - ii. The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - iii. The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Operating Agency's contracting officer, advising the labor union or worker's representative of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. The Operating Agency will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and

accounts by the LACDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- vi. In the event that the Operating Agency fails to comply with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Operating Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subcontractor or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the LACDA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Operating Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.
- d. The Operating Agency shall comply with Executive Order 13166, titled "Improving Access to Services by Persons with Limited English Proficiency." Executive Order 13166 requires that agencies receiving government funds make reasonable efforts to provide language assistance to ensure meaningful access for Limited English Proficiency (LEP) persons to the agency's programs and activities.
- e. Should the Operating Agency require additional or replacement personnel after the effective date of this Contract, the Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program, or General Relief Opportunity For Work (GROW) Program who meet the Operating Agency's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN and GROW Programs at (562) 908-6858 for a list of GAIN/GROW participants by job category.
- f. The Supervision of Trustees and Fundraisers For Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB1262, Chapter 919) increased the Charitable Purposes Act requirements. By requiring subrecipients to complete the "Charitable Contributions Certification" form attached hereto as Exhibit C, the LACDA seeks to ensure that all non-profit agencies that contract with the LACDA and receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A subrecipient that receives or raises charitable contributions without complying with its obligation under California law commits

a material breach, upon which the LACDA may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the LACDA and/or any agency as a result of such breach.

- g. The Operating Agency and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code Chapter.

10. LOBBYING CERTIFICATIONS. With regards to the certification for contracts, grants, and loans, the undersigned certify, to the best of their knowledge and belief, that:

- a. The Operating Agency is familiar with the Los Angeles County Code Chapter 2.160 and assures the County that all persons acting on behalf of the Operating Agency will comply with the County Code.
- b. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

11. TERMINATION FOR FAILURE TO COMPLY WITH COUNTY LOBBYIST REQUIREMENTS. Failure on the part of the Operating Agency and/or its Lobbyist(s) to fully comply with said County Lobbyist Requirements shall constitute a material breach of the Contract upon which the LACDA may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the LACDA and/or any agency as a result of such breach

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

13. CONTRACT WORK HOURS & SAFETY STANDARDS ACT, AND ACCIDENT PREVENTION. The Operating Agency shall also comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Operating Agency shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Contract.

14. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
15. INTERPRETATION. No provision of this Contract shall be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both parties drafted it hereto.
16. WAIVER. No waiver by the LACDA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LACDA to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this section 16 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
17. PROGRAM EVALUATIONS AND REVIEW. The LACDA will monitor, evaluate and provide guidance to the Operating Agency in the performance of the FRHS Program. Reviews will focus on the extent to which the planned FRHS Program has been implemented and the measurable goals achieved, effectiveness of program management, and the impact of the program.

The Operating Agency shall make available for inspection to authorized LACDA personnel and their agents, for five years (5) after the termination or expiration of this Contract, all records, including financial, pertaining to its performance under this Contract and allow said LACDA personnel and agents to inspect and monitor the Operating Agency's facilities and program operations, and interview the Operating Agency's staff and program participants, as required by the LACDA.

The Operating Agency agrees to submit all data that are necessary to monitor program accountability and progress in accordance with program requirements, in the format and at the time designated by the Executive Director, or his/her designee.

Failure of the Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which LACDA, through its Executive Director, or his/her designee, may cancel, terminate or suspend this Contract.

18. PROGRAM ELIGIBILITY DOCUMENTATION AND RECORDKEEPING. The Operating Agency must maintain on file all documentation necessary to evidence a participating family's eligibility for the Program, including but not limited to:
 - a. Birth Certificates to evidence that the family contains at least one child aged 17 and under;

- b. Documentation of the family's status as homeless or at-risk of homelessness, as defined in Sections 103 and 401 of the McKinney Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and subject to the recordkeeping and reporting requirements of 24 CFR 576.500; and
 - c. Documentation of Home of Parent (HOP) court order from the Los Angeles County Children's Court and a referral from a 211 staff member from the court; and
19. EXPENDITURES. Expenditures made by the Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from the LACDA, through its Executive Director, or his/her designee.
20. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for each funding source and program.
21. USE OF FUNDS FOR ENTERTAINMENT, MEALS, OR GIFTS. The Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals, or gifts.
22. BUDGET MODIFICATIONS. The Executive Director, or his/her designee, who shall be a Division Director or higher, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, when such modifications:
- a. Are specifically requested by the Operating Agency or the LACDA;
 - b. Will not change the project goals or scope of services;
 - c. Are in the best interest of the LACDA and the Operating Agency in performing the scope of services under this Contract;
 - d. Do not alter the total amount of compensation under this Contract; and
 - e. Are in writing prior to expenditures being made.
23. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close-out procedures required by the County, within a period of not more than 60 calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The LACDA is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by the LACDA into other eligible activities in the County. The LACDA may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.

24. DISALLOWED COSTS. If Operating Agency has failed to return unexpended funds or funds spent for disallowed costs, the LACDA may withhold and offset payments to be made to Operating Agency under this Contract.
25. AUDITS. The Operating Agency's program will be audited in accordance with the LACDA's policy and funding source guidelines. Audits may also be conducted by DCFS or local funding source agencies. The LACDA or its authorized representatives shall, at all times during the term of this Contract, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at the LACDA's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the LACDA to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.

Failure of Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which LACDA, through its Executive Director, or his/her designee, may cancel, terminate or suspend this Contract.

26. AUDIT EXCEPTIONS. The Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the full amount of LACDA's liability to the funding agency resulting from such audit exceptions.
27. FISCAL LIMITATIONS. The LACDA may in the future place programmatic or fiscal limitation(s) on this funding. Accordingly, LACDA reserves the right, in its sole discretion, to revise this Contract in order to take into account actions and events affecting program funding. In the event of a funding reduction LACDA may, in its sole discretion, reduce the compensation amount of this Contract in whole or in part.. LACDA, through its Executive Director, or his/her designee, may act in implementing and effecting such a reduction in the compensation amount of this Contract.

Where LACDA, through its Executive Director, or his/her designee, has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of the Operating Agency, LACDA, through the Executive Director, or his/her designee, may suspend this Contract for up to 60 days, upon three (3) days' notice to the Operating Agency, pending an audit or other resolution of such questions. In no event, however, shall a revision made by the LACDA affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable.

28. PROGRAM INCOME. Program income shall be returned monthly during the duration of this Contract. Upon termination of this Contract, the LACDA reserves the right to determine the final disposition of any program income. Said disposition may include the LACDA taking possession of said program income.

29. NONEXPENDABLE PROPERTY. Nonexpendable property means leased or purchased tangible personal property, including, but not limited to, a vehicle, office equipment, etc. having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall also include, but not be limited to, real property, any interest in real property (including any mortgage or other encumbrance of real property), and funds derived from the sale or disposition of nonexpendable property.

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

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

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

If there is a residual inventory of unused supplies, upon termination or completion of the project or termination or expiration of this Contract, with a current aggregate market value exceeding \$5,000, and if the supplies are not needed for any other Federally sponsored program(s) or project(s), the Operating Agency shall immediately pay the LACDA for its pro rata share of the current aggregate market value or proceeds from the sale calculated at the percentage of the purchase price paid with FRHS funds.
LACDA

30. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. The Operating Agency may use its own documented procurement procedures which reflect applicable State and local laws and regulations.

The Operating Agency must purchase or lease from the lowest, responsive, and responsible bidder. Whenever possible, the Operating Agency must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used. The Operating Agency shall properly identify and inventory all nonexpendable property purchased or leased for \$5,000 or more, pursuant to the Contract. The Operating Agency shall provide said inventory to the LACDA upon request.

31. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 23 of this Contract.
32. CHANGES. The LACDA may, from time to time, request changes hereunder, including the scope of services of the Operating Agency. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the LACDA and the Operating Agency, shall be incorporated into this Contract by written amendments.
33. REVENUE DISCLOSURE REQUIREMENT. Upon request, the Operating Agency shall file with the LACDA a written statement listing all revenue received, or expected to be received, by the Operating Agency from all funding sources applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by the Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every funding source for each such project or business activity, and the full name and address of each funding source. The Operating Agency shall make available for inspection and audit to the County's representatives, upon request, at any time during the duration of this Contract, and for a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with all funding sources including the project(s) funded under this Contract, whether or not such monies are received through the County. All such books and records shall be maintained by the Operating Agency at a location in Los Angeles County.

Failure of the Operating Agency to comply with the requirements of this Section 33 of this Contract shall constitute a material breach of contract upon which the LACDA may immediately cancel, terminate or suspend this Contract through its Executive Director.

34. JOINT FUNDING. For projects in which there are sources of funds in addition to FRHS funds, the Operating Agency may be required to provide proof of such other funding. The LACDA shall not pay for any costs incurred by the Operating Agency, which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting and reporting, apply to the total project

regardless of funding sources. Separate financial records shall be kept for each funding source and program.

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

«Agency_Name»
«Street_Address»
«City», «State» «Zip»

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

Los Angeles County Development Authority
Community & Economic Development Division-Grants Management Unit
700 W. Main Street
Alhambra, California 91801

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

36. ASSIGNMENT. The Operating Agency may not assign any portion of this Contract without the express written consent of the LACDA. Any attempt by the Operating Agency to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract, upon which the LACDA may immediately terminate this Contract through the Executive Director, or his/her designee.

37. SUBCONTRACTING. The requirements of this Contract may not be subcontracted by the Operating Agency without the advance approval of the LACDA. Any attempt by the Operating Agency to subcontract without the prior consent of the LACDA may be deemed a material breach of this Contract.

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

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

The Operating Agency shall indemnify and hold the LACDA harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Operating Agency's employees.

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

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

The LACDA's consent to subcontract shall not waive the LACDA's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Operating Agency is responsible to notify its subcontractors of this LACDA right.

LACDA's Executive Director, or his/her designee, is authorized to approve of any subcontract and subcontractor employees. After approval of the subcontract by LACDA, the Operating Agency shall forward a fully executed subcontract to the LACDA for their files.

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

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

38. NOTICE OF FEDERAL EARNED INCOME CREDIT. The Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
39. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State, and County laws and regulations governing conflict of interest including, but not limited to, 2 CFR Part 200. Section 200.112 and 24 CFR Section 570.611. The Operating Agency agrees to incorporate the language found in this Section 39, CONFLICT OF INTEREST, in contracts using FRHS funds and subject to compliance with conflict of interest Federal, State, and County laws.

The general rule shall be that no person described in the *Persons covered* section below of this Section 39, CONFLICT OF INTEREST, who exercises, or has exercised any function or responsibilities with respect to FRHS activities, or who is in a position to participate in a decision making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a FRHS-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a FRHS - assisted activity, or with respect to the proceeds of the FRHS-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their

tenure or for one (1) year thereafter.

Persons covered – The conflict of interest provisions of this Section 39, CONFLICT OF INTEREST, shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the FRHS Operating Agency or of any subrecipients that are receiving FRHS funds.

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

40. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director, or his/her designee, who shall be a Division Director or higher, may grant time of performance modifications to this contract when such modifications: Are in the best interest of the LACDA and the Operating Agency in performing the scope of services under this Contract.
41. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. The Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.
42. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. No oral agreement shall be binding upon the parties unless expressly stated herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties. All Amendments must be received by the LACDA no less than 60 calendar days from the expiration date of this Contract.
43. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the LACDA for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the LACDA, (b) no more than maximum prices or charges are made, and no more than minimum specifications are met, as provided in writing by the LACDA, (c) a community related benefit is derived from

such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.

44. MONITORING AND EVALUATION. The LACDA will monitor, evaluate, and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the LACDA shall have the right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee, and advisory board meetings, and observation of ongoing program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director, or his/her designee, may conduct program progress reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

Failure of Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the Executive Director, or his/her designee, may cancel, terminate or suspend this Contract.

45. INSURANCE. The Executive Director hereby authorizes LACDA's Risk Manager to determine the requirements of the insurance policy to be procured and maintained by the Operating Agency with respect to its activities and obligations hereunder. Without limiting the Operating Agency's indemnification requirements as set forth in Section 48 below, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the LACDA's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
46. FAILURE TO PROCURE INSURANCE. Failure on the part of the Operating Agency to procure or maintain required insurance (pursuant to Exhibit B) shall constitute a material breach of contract under which LACDA may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by the LACDA shall be repaid by the Operating Agency to the LACDA upon demand or the LACDA may offset the cost of the premiums against any monies due to the Operating Agency from the County.
47. INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers ("LACDA Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the LACDA Indemnitees.
48. NEPOTISM. The Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate

family is employed in an administrative capacity by the Operating Agency, unless this action is approved by the Operating Agency's governing body and waived by the LACDA. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory, or management responsibilities, including serving on the governing body of Operating Agency.

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

50. REPORTS AND RECORDS. The Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by the County. Program progress reports shall be submitted as required, in the form specified by LACDA, through its Executive Director, or his/her designee. The Operating Agency shall maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as are considered necessary by the LACDA to assure proper accounting for all Contract funds during the term of this Contract and for a period of five (5) years thereafter. The Operating Agency will ensure that its employees and board members furnish such information, which, in the judgment of LACDA representatives, may be relevant to a question of compliance with contractual conditions, with LACDA or granting agency directives, or with the effectiveness, legality, and achievements of the program.

51. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief that it has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force in violation of applicable Federal, State or local laws by anyone acting under the authority or supervision of Operating Agency against any individuals engaged in non-violent civil rights demonstrations; and
- b. A policy of compliance with applicable Federal, State, and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

52. DRUG-FREE WORKPLACE. Operating Agency agrees to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited

in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Operating Agency's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace:
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph a. of this Section 52;
- d. Notifying the employee in the statement required by paragraph a. of this Section 52 that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the LACDA in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such a conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless a central point has been designated for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (ii), with respect to any employee who is so convicted;
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs a, b, c, d, e, and f.

53. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract to the LACDA must ensure that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping, and physical appearance acceptable to the County.

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

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

55. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Operating Agency's duty under this Contract to comply with all applicable provisions of the law, the Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

56. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section

55 OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM shall constitute a default by the Operating Agency under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Executive Director, or his/her designee, may terminate this Contract pursuant to Section 60, Termination for Cause.

57. POST MOST WANTED DELINQUENT PARENTS LIST. The Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Operating Agency understands that it is the County's policy to voluntarily post a list entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Operating Agency's place of business. The CSSD will supply the Operating Agency with the poster to be used.

58. LACDA's QUALITY ASSURANCE PLAN. The LACDA will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Operating Agency's compliance with all Contract terms and performance standards. The Operating Agency's deficiencies, which the LACDA determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the LACDA and the Operating Agency. If improvement does not occur consistent with the corrective measure, the LACDA may terminate this Contract, pursuant to Sections 59 or 60, or impose other penalties as specified in this Contract.

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

If the LACDA exercises its rights under Section 27, Fiscal Limitations, the Operating Agency shall have the right to terminate this Contract for convenience with 30 days' advance written notice under this Section 59.

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

- a. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the LACDA within the time

specified in such notice, the LACDA shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part;

- b. Should the Operating Agency fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three (3) days by the Operating Agency, then notice of deficiency thereof in writing will be served upon the Operating Agency by the County;
- c. Should the Operating Agency fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, LACDC, through its Executive Director, or his/her designee, shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part;
- d. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency; or
- e. If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Contract, the LACDA shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency or under this Contract shall, at the option of the County, become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

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

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

Professional Conduct: The LACDA does not and will not condone any acts, gestures, comments, or conduct from the Operating Agency's employees, agents, or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The LACDA will properly investigate all charges of harassment by residents, employees, or agents of the LACDA against any and all Operating Agency's employees, agents, or subcontractors providing services for the

LACDA. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents, or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

63. CONTRACTOR RESPONSIBILITY AND DEBARMENT. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the policy of LACDA to only conduct business with responsible contractors.
- a. The Operating Agency is hereby notified that if the LACDA acquires information concerning the performance of a contractor on this or other contracts which indicates that the contractor is not responsible, the LACDA may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County, and LACDA contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the contractor may have with the County and LACDA.
 - b. The LACDA may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with LACDA, the County, or a nonprofit corporation created by LACDA, or the County; (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with LACDA, the County, or any other public entity, or a nonprofit corporation created by LACDA, or the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against LACDA, the County, or any other public entity.
 - c. If there is evidence that the contractor may be subject to debarment, the LACDA will notify the contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
 - d. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
 - e. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor

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

- f. If a contractor has been debarred for a period longer than five (5) years, that contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The LACDA may, at its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after the debarment was imposed; or (4) any other reason that is in the best interests of the County.
 - g. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of the debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
 - h. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
 - i. These terms shall also apply to subcontractors and consultants of the County, LACDA, or contractors, consultants, vendors, and operating agencies.
64. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS. Operating Agency represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the LACDA are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. Operating Agency further agrees to defend, hold harmless, and indemnify the LACDA from any and all liability, as described in Section 47, Indemnification, arising from or related to County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.

65. OPERATING AGENCY'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW. The Operating Agency acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Operating Agency understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Operating Agency's place of business. The Operating Agency will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. This poster is available at www.babysafela.org/docs/poster_e.pdf.
66. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW. The Operating Agency shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available at www.babysafela.org for printing purposes.
67. OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Operating Agency qualifies for an exemption or exclusion, the Operating Agency warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.
68. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section 67, "OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Operating Agency to cure such default within 10 days of notice shall be grounds upon which County may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.
69. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING. Operating Agency acknowledges that the County has established a Zero Tolerance Trafficking Policy prohibiting the Operating Agency, or subcontractors approved under this contract from engaging in human trafficking.

If the Operating Agency, or a member (s) on the Operating Agency's staff is convicted of a human trafficking offense, the County shall require that the Operating Agency, or

member of the Operating Agency's staff be removed immediately from performing services under this contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of the Operating Agency's staff pursuant to this section shall not relieve the Operating Agency of its obligation to complete all work in accordance with the terms and conditions of this Contract.

70. CLEAN AIR ACT. The Operating Agency must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). These terms shall apply to construction contracts in excess of \$100,000 awarded to the Operating Agency, as well as contracts awarded to subcontractors and subconsultants.
71. ENERGY POLICY AND CONSERVATION ACT. The Operating Agency must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94A 163, Stat.871).
72. WARRANTY OF AUTHORITY. The undersigned signatory for the Operating Agency covenants, warrants and guarantees that he/she is empowered and authorized to sign this Contract on behalf of Operating Agency in accordance with the terms and conditions stated herein.
73. ENTIRE CONTRACT. This Contract with attachments and any and all Policy Bulletins, which the LACDA may issue from time to time following the date of execution, constitute the entire understanding and agreement of the parties.

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

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY

«AGENCY_NAME»
Operating Agency

By: _____
MONIQUE KING-VIEHLAND, Executive Director
Los Angeles County Development Authority

By: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

MARY C. WICKHAM
County Counsel

MONIQUE KING-VIEHLAND, Executive Director
Los Angeles County Development Authority

By: _____
Deputy

By: _____
Director
Community & Economic Development Division