COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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Commissioners

Carlos Jackson
Executive Director

June 17, 2008

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

Dear Commissioners:

APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE CONTRACT FOR WOMEN'S & CHILDREN'S CRISIS SHELTER (4) (3 Vote)

SUBJECT

This letter requests approval of a Community Development Block Grant (CDBG) Reimbursable Contract for the Women's & Children's Crisis Shelter, a non-profit agency that serves approximately 350 battered women and their children. The agency provides family violence victims with a comprehensive program including crisis shelter, transitional shelter, hotline children's programming, and supportive services. CDBG funds will be used for the construction of office space, a reception area, a meeting area, and storage rooms for donated items and files.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of a CDBG Reimbursable Contract with the Women's & Children's Crisis Shelter is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities will not have the potential for causing a significant effect on the environment.

2. Approve a CDBG Reimbursable Contract with the Women's & Children's Crisis Shelter, presented in substantially final form, for facility construction activities, using $50,000 in CDBG funds allocated to the Fourth Supervisorial District, to be effective from date of Board approval through June 30, 2009, following approval as to form by County Counsel and execution by all parties.

3. Instruct the Executive Director of the Community Development Commission to execute the standard CDBG Reimbursable Contract, and all necessary amendments thereto, on behalf of the County of Los Angeles, following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

On May 29, 2007, your Board approved the 2007-2008 One-Year Action Plan for the Thirty-third Program Year (July 1, 2007 through June 30, 2008) to receive CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The Action Plan contains the County's one-year plan to carry out housing and community development activities funded by the CDBG program. The proposed CDBG Reimbursable Contract with the Women's & Children's Crisis Shelter is consistent with the purposes set forth in the Action Plan.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The proposed CDBG Reimbursable Contract will be funded with a total of $50,000 in CDBG funds allocated to the Fourth Supervisorial District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Women's & Children's Crisis Shelter is a non-profit agency that serves approximately 350 battered women and their children. The agency provides family violence victims with a comprehensive program including crisis shelter, transitional shelter, hotline children's programming, and supportive services. CDBG funds will be used for the construction of office space, a reception area, a meeting area, and storage rooms for donated items and files. The construction will include framing, walls and doors for each room, electrical installation, relocating existing and installing new heating, ventilation, and air conditioning ducts and vents, carpeting, tiles, painting, installation of phone and computer cabling, and all required permits. The agency's administrative offices and the project site are located in the City of Whittier.

Should the Women's & Children's Crisis Shelter require additional or replacement personnel after the effective date of this CDBG Reimbursable Contract, the Foundation 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 Foundation's minimum qualifications for the positions in question.

The attached standard CDBG Reimbursable Contract is presented in substantially final form, and will be effective following approval as to form by County Counsel and execution by all the parties.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.35 (a)(3)(iii), this action is excluded from the National Environmental Policy Act (NEPA) because it involves activities that will not alter existing environmental conditions. The action is exempt from the provisions of the CEQA pursuant to State CEQA Guidelines Section 15301 because it does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROGRAM:

The project meets the U. S. Department of Housing and Urban Development national objective of serving low- and moderate-income persons.

Respectfully submitted,

Rebbette A. Glover

for CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE CONTRACT FOR WOMEN'S & CHILDREN'S CRISIS SHELTER

Board of Directors		Employees	
Total:	9	Total:	23
2	Minorities	22	Minorities
7	Women	23	Women
22%	Minority	96%	Minority
78%	Women	100%	Women

The Commission encourages the participation of minorities and women in the contract award process by: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding the Commission's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations that represent minorities and women. The above information has been voluntarily provided by the Women's & Children's Crisis Shelter.

The recommendation to approve the CDBG Reimbursable Contract with the above agency is being made in accordance with federal regulations, and without regard to race, creed, color, gender, religion or sexual orientation.

COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT

PROJECT TITLE: Outreach Center Improvements

PROJECT NUMBER: 601127-07 CONTRACT NUMBER: 101886

THIS CONTRACT is made and entered into this day of , by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Executive Director of the Community Development Commission of the County of Los Angeles, and Women's and Children's Crisis Shelter, Inc., hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County has entered into a Contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the County's Community Development Block Grant (CDBG) Program, which includes the project described herein, under the Housing and Community Development Act of 1974 (Act), as amended; and

WHEREAS, Operating Agency desires to participate in said CDBG 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 and Exhibit C Charitable Contributions Certification.

2. CONTRACT ADMINISTRATION. The Executive Director (Executive Director) of the Community Development Commission of the County of Los Angeles (Commission), or his designee, shall have full authority to act for County 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. Operating Agency shall commence the services described herein on the date first above written and shall complete same by no later than June 30, 2009.

5. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Contract, County shall reimburse Operating Agency an amount not to exceed fifty thousand dollars **($50,000)**, 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 funds received from the federal government under the Act for the Fiscal Year 2008 or from program income, as described in 24 CFR Section 570.504 accumulated under said program, for allowable costs actually incurred and paid for the express purposes specified. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by the County from the federal government or accumulation of program income from said program, and shall not be a charge against any other funds of the County. 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 Commission. 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 Commission will draw a check in favor of the Operating Agency in the approved amount

Operating Agency shall have no claim against the County or Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Operating Agency after the expiration or other termination of this Contract. Should Operating Agency receive any such payment, it shall immediately notify the County and immediately repay all such funds to the County. Payment by the County for services rendered after expiration and/or termination of this Contract shall not constitute a waiver of the County's right to recover such payment from 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 Project Description and Activity Budget, Exhibit A to this Contract, which is attached hereto and incorporated herein by this reference, may be spent for the separate cost categories specified in Exhibit A without written approval of the County.

7. COMPLIANCE WITH LAWS. All parties agree to be bound by all applicable Federal, State, and local laws, ordinances regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR Part 570; U.S. Office of Management and Budget (OMB) Circulars A-110 and A-122; OMB Circular A-133 Compliance Supplement and the County Auditor-Controller Contract Accounting and Administration Handbook. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218.

The Operating Agency shall comply with applicable uniform administrative requirements, as described in 24 CFR Section 570.502. The Operating Agency shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR Part 570, Subparts J and K, except that:

i. The Operating Agency does not assume the County environmental responsibilities described in 24 CFR 570.604; and

ii. The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

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-h below. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and the 24 CFR Part 85.

a. 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 federal financial assistance.

b. Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

c. Operating Agency shall comply with Executive Orders 11246 and 11375, Equal Opportunity in Employment, which requires 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.

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.

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 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. 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.

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

In the event 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.

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 County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event 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. Should Operating Agency require additional or replacement personnel after the effective date of this Contract, 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 Operating Agency's minimum qualifications for the open position. The Operating Agency shall contact

the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

e. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative contract, and any extension, continuation, renewal, amendment or modification of said documents.

   The Operating Agency must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Federal Lobbyist Requirements.

   Should the Operating Agency or persons/subcontractors acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements civil penalties shall result.

f. Operating Agency and each County lobbyist or County lobbyist firm, as defined in 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. The Operating Agency must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on its behalf will comply with the County Code 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 County may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the County and/or any federal agency as a result of such breach.

g. The County ensures equal opportunity in the award and performance of any contract to all persons without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

h 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 County seeks to ensure that all non-profit agencies that contract with the County 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 County may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the County and/or any federal agency as a result of such breach.

8. CONFIDENTIALITY OF REPORTS. 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.

9. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall 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.

10. 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.

11. 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.

12. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of breach of any provision herein shall not be deemed to be a waiver of additional breaches of the same provision or breach of any other provision herein.

13. PROGRAM EVALUATIONS AND REVIEW. Operating Agency shall make available for inspection to authorized County and HUD personnel and their agents, for four years (4) after the termination or expiration of this Contract, all records, including financial, pertaining to its performance under this Contract and allow said County and HUD personnel and agents to inspect and monitor Operating Agency's facilities and program operations, and interview Operating Agency's staff and program participants, as required by the County and/or HUD.

Operating Agency agrees to submit all data that are necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) and monitor

program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Executive Director or his designee.

14. NONEXPENDABLE PROPERTY. Nonexpendable property means leased and purchased tangible personal property, such as office equipment, having a useful life of more than one (1) year and/or an acquisition cost of $5,000 or more per unit. Nonexpendable property shall also include, but not be limited to real property, and 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 County and otherwise comply with all applicable laws and regulations. In the event the Contract is terminated, the County 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 property 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 (including the award number), owner of property, date of purchase, cost, percentage of cost paid with Federal monies, location, condition and use of property, date of disposal, and sale price or method used to determine the current fair market value. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once every two (2) years, reconcile the inventory with its property records and maintain these records for four years (4) after the termination or expiration of this Contract. In the event there is a change of use or disposition of the property, if the cost of the property was over $5,000, the Operating Agency shall immediately pay to the County a pro-rata share of the then current fair market value of the property. The pro-rata share shall be calculated by multiplying the then-current fair market value by the percentage of the purchase price paid with CDGB funds or program income.

15. REVERSION OF ASSETS. Upon expiration or termination of this Contract, the Operating Agency shall immediately transfer to the County any remaining CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's ownership or possession that was acquired or improved in whole or in part with CDGB funds in excess of $25,000 shall be either:

i. Used to meet one of the national objectives in 24 CFR Section 570.208 for five (5) years following the close-out of the CDBG grant from which assistance to the property was provided after expiration of this Contract (24 CFR Section 570.505), or such longer period of time as may be specified in the Exhibit A; or

ii. Disposed of in a manner, which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph i above.

The Operating Agency shall maintain the use of the real property and documentation verifying compliance with the national objective for a period of five years after closeout of this project, per 24 CFR Section 570.505, Use of Real Property, which states, "[t]he standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of $25,000." These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program, or, with respect to other recipients, until five years after the closeout of the grant from which assistance to the property was provided. The Operating Agency must submit to the Commission a completed "Certification of Eligible Use" Form verifying that the property is used exclusively for the eligible use and purpose as provided in the Exhibit A. This form shall be submitted on an annual basis, by April 30th, beginning in year two (2) and for a period of five (5) years after closeout of the project. In case of a change of use or disposition, the Commission must be reimbursed for the then-current fair market value of the property, less the pro rata share of expenditures made with non-CDBG funds to acquire or improve the property.

16. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. Operating Agency shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property as approved in Exhibit A, Project Description and Activity Budget. The Operating Agency must purchase or lease from the lowest, responsive and responsible bidder. Operating Agency shall properly identify and inventory all nonexpendable property purchased or leased for $5,000 or more pursuant to the Contract and seek reimbursement from the County for the actual price of said property, deducting all cash discounts, rebates and allowances received by Operating Agency. Operating Agency shall provide said inventory to the County upon request.

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 then-current aggregate fair 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 County for its pro rata share of the then-current aggregate fair market value calculated at the percentage of the purchase price paid with CDBG funds. The Operating Agency shall obtain prior approval of the County and otherwise comply with all applicable laws and regulations prior to utilizing the supplies for any other federally sponsored program(s) or project(s).

17. 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 42 of this Contract.

18. CHANGES. The County 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 County and the Operating Agency, shall be incorporated into this Contract by written amendments. Any changes by HUD to the regulations or requirements governing Operating Agency's performance hereunder need not be incorporated by written amendment and will be binding upon Operating Agency upon notification by County.

19. CHANGES IN GRANT ALLOCATION. The County reserves the right to reduce the grant allocation when the County's fiscal monitoring indicates that the Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Operating Agency. Such changes shall be incorporated into this Contract by written amendments.

20. CITIZEN PARTICIPATION. All program data necessary to provide reports to citizens will be made available by the Operating Agency. Discussions will be held often enough so that the Operating Agency will be adequately apprised of citizen recommendations during the course of the program. Operating Agency representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Executive Director or his designee.

21. REVENUE DISCLOSURE REQUIREMENT. Upon request, Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by Operating Agency from Federal, State, City or County sources, or other governmental agencies, and applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by 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 governmental agency for each such project or business activity, and the full name and address of each governmental agency. Operating Agency shall make available for inspection and audit to County's representatives, upon request, at any time during the duration of this Contract, and during a period of five (5) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through County. All such books and records shall be maintained by Operating Agency at a location in Los Angeles County.

Failure of Operating Agency to comply with the requirements of this Section 21 of this Contract shall constitute a material breach of contract upon which County may immediately cancel, terminate or suspend this Contract through its Executive Director.

22. JOINT FUNDING. For projects in which there are sources of funds in addition to CDBG funds, Operating Agency may be required to provide proof of such other funding. The County shall not pay for any costs incurred by 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. .

23. ASSURANCES. The Operating Agency hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, 24 CFR Part 85 and OMB Circular A-87, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this program. Also, the Operating Agency gives assurance and certifies with respect to the project specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Section 570.303 and all other laws and regulations which pertain to assurances of program applicants. Furthermore, the Operating Agency gives assurance and certifies that it will comply with provisions of 41 CFR Part 60-1.4 and 24 CFR Part 135, each of which is incorporated herein by this reference. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and certifications and that, during the term of this Contract, it will maintain current copies of said assurances and certifications at the address specified below.

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

Judith Gordon, Executive Director

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

Carlos Jackson, Executive Director
Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

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

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

26. NOTICE OF FEDERAL EARNED INCOME CREDIT. 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.

27. FISCAL LIMITATIONS. The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on CDBG funding. Accordingly, the County reserves the right, in its sole discretion, to revise this Contract in order to take into account actions and events affecting CDBG program funding. In the event of a CDBG funding reduction by HUD, the County may, in its sole discretion, reduce the compensation amount of this Contract in whole or in part, or may limit the rate of the Operating Agency's use of both its uncommitted and its unspent funds. The Executive Director, or his designee, may act for the County in implementing and effecting such a reduction in the compensation amount of this Contract.

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

28. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

29. INDEMNIFICATION. The Operating Agency agrees to indemnify, defend and hold harmless the County, the Commission, the Housing Authority of the County of Los Angeles (Housing Authority), and their elected and appointed officers, employees, and agents 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 or connected with the Operating Agency's acts and/or omissions arising from and/or relating to this Contract.

30. 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, 24 CFR Section 570.611 and 24 CFR Part 85, Section 85.36(b). To this end, the Operating Agency will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.

31. BUDGET MODIFICATIONS. The Executive Director or his 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:

i. In aggregate do not exceed $10,000 per budget cost category;
ii. Are specifically requested by Operating Agency;
iii. Will not change the project goals or scope of services;
iv. Are in the best interest of the County and Operating Agency in performing the scope of services under this Contract; and
v. Do not alter the total amount of compensation under this Contract.

32. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant time of performance modifications to this Contract when such modifications:

i. In aggregate do not exceed twelve (12) calendar months;
ii. Are specifically requested by Operating Agency;
iii. Will not change the project goals or scope of services;
iv. Are in the best interests of the County and Operating Agency in performing the scope of services under this Contract;
v. Do not alter the total amount of compensation under this Contract; and
vi. Are approved by the Executive Director, or his designee, in writing prior to expenditures being made.

33. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of County's liability to the funding agency resulting from such audit exceptions.

34. 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. 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.

35. 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 County no more than sixty (60) calendar days from the expiration date of this Contract. No amendments will be accepted after April 30th of the program year.

36. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the County 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 County, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the County, (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.

37. MONITORING AND EVALUATION. The County will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the County and HUD 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 on going program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

38. AUDITS. The Operating Agency's program will be audited in accordance with the County's policy and funding source guidelines. Audits may also be conducted by Federal, State or local funding source agencies. The County or its authorized representatives shall, at all times during the term of this Contract, and for a period of four (4) 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 County's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the County 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 the Executive Director may cancel, terminate or suspend this Contract.

39. INSURANCE. The Executive Director hereby authorizes the Commission's Risk Manager to determine the requirements of the insurance policy to be procured and maintained by Operating Agency with respect to its activities and obligations hereunder. Without limiting Operating Agency's indemnification of County, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the Commission'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.

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

41. PROGRAM INCOME. Upon termination of this Contract, the County reserves the right to determine the final disposition of any program income, as described in 24 CFR Section 570.504 accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.

42. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close out procedures required by the Executive Director or designee, within a period of not more than sixty (60) calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The County 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 County into other eligible activities in the County. The Executive Director, or his designee, may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.

43. NEPOTISM. 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 Operating Agency. 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.

44. RELIGIOUS AND POLITICAL ACTIVITIES. 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, 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.

45. STAFF TRAVEL. Operating Agency shall not incur any expenditure for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of County.

46. 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 nonprogram obligations, or as loans for nonprogram activities.

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

48. EXPENDITURES. Expenditures made by 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 Executive Director or his designee.

49. 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:

i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

ii. A policy of enforcing applicable 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;

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

i. 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;

ii. Establishing an ongoing drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace;

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

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

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

iii. 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 i of this Section 50;

iv. Notifying the employee in the statement required by paragraph i of this Section 50 that, as a condition of employment under the grant, the employee will:

a. Abide by the terms of the statement; and

b. 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;

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

vi. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -

a. 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

b. 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;

vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs i, ii, iii, iv, v and vi.

viii. The Operating Agency may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Check ___ if there are workplaces on file that are not identified here.

51. RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

Operating Agency must adopt and make public a Residential Antidisplacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Operating Agency enters into a Contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Sections 24 CFR Sections 570.457; 570.496 (a); 570.606 (c); and 570.702 (f).

52. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract to the County 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.

The Operating Agency may use its CDBG funds towards property maintenance standards; however, each case would be reviewed on an individual basis and

approved by the County. The County has established an expenditure cap not to exceed five (5) percent of the Contract allocation for property maintenance standards.

53. TERMINATION FOR IMPROPER CONSIDERATION. The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing 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 County shall be entitled to pursue the same remedies against Operating Agency as it could pursue in the event of default by the Operating Agency.

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

54. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Operating Agency's duty under this Contract to comply with all applicable provisions of law, 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).

55. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of Operating Agency to maintain compliance with the requirements set forth in Paragraph 54, Operating Agency's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default by Operating Agency under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County

Child Support Services Department (CSSD) shall be grounds upon which the Executive Director may terminate this Contract pursuant to Paragraph 59,Termination for Cause.

56. 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 County's policy to voluntarily post a list entitled L.A's Most Wanted: Delinquent Parents poster in a prominent position at Operating Agency's place of business. The CSSD will supply the Operating Agency with the poster to be used.

57. COUNTY'S QUALITY ASSURANCE PLAN. The County will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Operating Agency's compliance with all Contract terms and performance standards. Operating Agency's deficiencies which County 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 County and the Operating Agency. If improvement does not occur consistent with the corrective measure, County may terminate this Contract, pursuant to Paragraph 58 or 59, or impose other penalties as specified in this Contract.

58. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon 30 days' prior written notice to Operating Agency. In the event of such termination, 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.

59. TERMINATION FOR CAUSE. This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in i, ii, iii or iv:

i. 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 County within the time specified in such notice, the County shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

ii. Should the Operating Agency fail within five 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 days by the

Operating Agency, then notice of deficiency thereof in writing will be served upon Operating Agency by the County.

Should the Operating Agency fail to comply with the terms of said Contract within five days, upon receipt of said written notice of deficiency, the Executive Director shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

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

iv. 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 County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five 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.

60. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR Section 40.2 or the definition of building as defined in 41 CFR Part 101, is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures and Appendix A to 41 CFR Parts 101-19 for general type buildings). The Americans with Disabilities Act (42 U.S.C. Section 12131; 47 U.S.C. Sections 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.

61. USE OF RECYCLED-CONTENT PAPER PROJECTS. 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 in relation to this project.

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

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

63. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

i. 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 the Commission, Housing Authority, and County to conduct business only with responsible contractors.

ii. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission 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 Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.

iii. The Commission 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 the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public

entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

iv. If there is evidence that the Contractor may be subject to debarment, the Commission 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.

v. 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 Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

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

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

viii. 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 years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or

termination of 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.

ix. 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.

x. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

64. SECTION 3. In order to comply with the Housing and Urban Development Act of 1968, the Operating Agency and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135. Section 3 compliance activities of the Operating Agency and its contractor(s) and subcontractor(s) shall be governed by the Commission's CDBG Compliance Instructions, as amended, which can be made available to Operating Agency for inspection and copying upon request, if Operating Agency does not already possess a copy.

65. CONSTRUCTION/REHABILITATION PROJECTS. The Operating Agency shall ensure that all committed construction and rehabilitation work is completed before June 30, 2008. In the event that any project, or portion of a project, is not completed by June 30, 2008, the Operating Agency shall allocate alternative sources(s) of funding to finish the project(s), and ensure full compliance with all CDBG Program requirements, which shall survive the expiration or termination of this Contract.

The Operating Agency shall submit a request to the County, to conduct a Contract and Labor Compliance File Review at least 30 calendar days prior to the anticipated completion of construction/rehabilitation activities, but in no event later than May 30, 2008.

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

67. 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.

68. ENTIRE CONTRACT. This Contract with attachments and any and all CDBG Bulletins, which the County 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 Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month and year first above written.

COUNTY OF LOS ANGELES

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
Of the County of Los Angeles

WOMEN'S & CHILDREN'S CRISIS SHELTER, INC.
Operating Agency

By: _____

Title: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

APPROVED AS TO PROGRAM:

CARLOS JACKSON, Executive Director

Community Development Commission
of the County of Los Angeles

By: _____
Director, CDBG Division

Community Development Commission
County of Los Angeles
Project Description and Activity Budget

Contract No. 101886 Version 0

PROJECT	OPERATING AGENCY
Project No: 601127-07 Title: Outreach Center Improvements Funding Period: To: 6/30/2009 Jurisdiction: 4th District	**Organization** Name: Women's and Children's Crisis Shelter, Inc. Type: CBO CDC Program Mgr: Randy Mabson

Project Administration

Judith Gordon, Executive Director
12519-A Washington Blvd
Whittier, CA 90602
phone: (562) 945-3937
fax: (562) 945-1037
e-mail: jgordon@dvshelter.org

Eligibility Summary

Funding Source: CDBG
HUD Code: 03 Public Facilities and Improvements
Eligibility Citation: 570.201(c)
National Objective: LMC
Nat. Objective Citation: 570.208(a)(2) (i)(A)
Est. Accomplishments: 50 Performance Indicator: People (General)

Activity Summary

This new project will provide funds to the Women's and Children's Crisis Shelter Outreach Center located in the unincorporated area of Fourth Supervisorial District. The Center provides domestic violence victims and their families with a comprehensive program including crisis shelter, transitional shelter, hotline children's programming, and supportive services including support groups and parenting classes; and maintain both a 24-hour hotline and a referral line. All services are provided on a 24-hour basis and are free of charge.

CDBG funds will be used to pay for the construction costs for 7 offices, a reception area, a meeting area, and storage rooms. Additional work will include electrical wiring, relocating existing and installing new HVAC returns and vents, carpeting, tiles, painting, installation of

phone and IT cabling, and all required permits.

Leverage funds will be used for a labor consultant, furniture, computers, and a phone system.

Special Conditions

PREVAILING WAGE REQUIREMENTS: The prevailing wage requirements of the Davis-Bacon and Related Acts and the Federal Labor Standards Provisions apply to all construction activities and demolition in conjunction with construction comprising $2,000 or more in cost. These prevailing wage requirements also apply to CDBG-funded contracts for the rehabilitation of residential property when the contract contains eight (8) or more housing units at the site of construction. The Operating Agency must notify the CDBG Construction Contract Compliance Officer of the date, time, and location of the Pre-Construction Conference at least 10 calendar days in advance.

TEN PERCENT RETENTION: CDC will retain ten percent (10%) of the CDBG contract amount for this project until a File Review of the Labor Standards Enforcement File has been completed and final clearance is issued. The Operating Agency must request the File Review prior to the anticipated completion of construction. The Operating Agency is advised that ten percent (10%) of the total construction contract award be retained from the prime contractor by the Operating Agency to allow for the availability of funds to remedy monetary liabilities that can result from violations of the Davis-Bacon and Related Acts and Federal Labor Standards Provisions.

LABOR STANDARDS ADMINISTRATION AND ENFORCEMENT: To meet minimum program requirements, the Operating Agency must provide its CDBG Program Manager with any updates to the Implementation Schedule within 10 calendar days of any change. The following tasks must be completed:
*Submit Bid Documents for CDBG review and approval prior to advertising the Notice Inviting Bids;
*Providing the CDBG Construction Contract Compliance Officer with a copy of the "Agency Report of Contract Award" within 10 calendar days of awarding any contract or subcontract involving construction activity;
*Providing the U.S. Department of Labor (DOL) Office of Federal Contract Compliance Programs with a written "Notice of Contract Award" within 10 calendar days of awarding a contract in the amount of $10,000 or more; and
*Providing the "Contract-Subcontract Activity Report" as periodically requested by CDBG Bulletin.

The Operating Agency must also establish and maintain a Labor Standards Enforcement File for each contractor working at the project site in accordance with the CDBG Construction Contract Compliance Guidelines. The Operating Agency must provide evidence that the following activities have taken place:
*Actively monitor the project site on a continuous basis to conduct Employee Field Interviews with workers;
*Document all posting requirements and ensure that postings are accessible to workers;
*Ensure that all contractors working at the project site submit all compliance documents within 10 calendar days of contract award;

*Ensure that all contractors submit weekly Certified Payroll Reports within 10 calendar days of the pay period ending date; and
*Ensure that a CPR is submitted for each week that work is performed and that the last CPR is marked "Final."
All weekly CPRs must be reviewed by the Operating Agency for completeness and accuracy upon receipt. The Operating Agency's review must include:
*Reconciliation of all Employee Field Interviews with each contractor's weekly CPR;
*Assurance that all documents supporting "other" deductions and "apprentice" status letters are attached to the corresponding CPR.

In the event of a discrepancy, the Operating Agency must suspend or withhold payment as allowed by law and in accordance with the contract between the Operating Agency and the prime contractor and notify the prime contractor in writing within 10 calendar days of the discovery of such a discrepancy. This written notification must:
*Provide a detailed description of the discrepancy, including all necessary support documentation;
*Outline the required corrective action;
*Notify the contractor of their right to appeal;
*Require the prime contractor to respond to the notification within 10 calendar days of its receipt; and
*Inform the prime contractor that failure to sufficiently resolve the discrepancy within 10 calendar days, as detailed in the corrective action required, will lead to the Operating Agency suspending or withholding payment, as allowed by law and in accordance with the contract between the Operating Agency and the prime contractor.

In the event of a labor violation, the Operating Agency must:
*Provide the CDBG Construction Contract Compliance Officer with a "Report of Violation" within 10 calendar days of the date of the discovery of any violations involving underpayments to workers as outlined in the CDBG Construction Contract Compliance Guidelines;
*Provide HUD and the CDBG Construction Contract Compliance Officer with a Title 29 CFR Section 5.7 Enforcement Report within 30 calendar days of the disposition date for each labor violation that involves underpayments to workers in the amount of $500 or more for willful violations or unintentional underpayments of $1,000 or more as outlined in the Federal Labor Standards Provisions; and
*Provide CDBG with a "Semi-Annual Labor Standards Enforcement Report" summarizing all labor violation enforcement activities for the year as directed by CDBG Bulletin.

PENALTIES: Failure by the Operating Agency to comply with this contract will result in a written notification from CDC that the Operating Agency is subject to one or more of the following penalties, including but not limited to:
*Suspension of payment of contract funds;
*Withholding of contract retention funds; and
*Termination of Contract.

SANCTIONS: Failure by the Operating Agency to comply with this contract will result in a written

notification from CDC that the Operating Agency will be subject to consideration for placement on one of the following HUD sanction lists:
*Limited Participation List;
*List of Parties Excluded from receiving Federally Assisted contracts.

Per NESHAP (40 CFR Part 61), Cal-OSHA Rule 1529, and South Coast AQMD Rule 1403, the operating agency is required to test the work area for asbestos containing materials (ACM) where necessary. If ACM is identified, then removal, disposal, and/or handling of the materials shall be conducted by a certified asbestos contractor in accordance with applicable regulations. Suspect asbestos containing materials include flooring materials, wall materials, ceiling materials, and roofing materials.

The Operating Agency must maintain the following information for federal reporting and monitoring purposes: the name, address, race, ethnicity, and female head of household status for all clients.

The Operating Agency shall ensure that the facility will be constructed and services rendered to meet the National Objective of benefiting predomininately low- and moderate-income residents of the Service Area within 24 months from the expiration date of this contract. Failure to adhere to this special condition will result in the disallowance of the amount reimbursed to the Operating Agency under this contract.

Per 24 CFR 35 and Cal-OSHA Rule 1532.1, the operating agency is required to evaluate, complete testing for, and reduce lead-based paint hazards, when necessary, in structures proposed for rehabilitation activities. Notification of hazard(s) must be provided to owners, occupants, and workers, as necessary. The operating agency shall maintain appropriate records to indicate compliance with these regulations on a property-by-property basis. Projects subject to Part 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures, must comply with the regulation and follow procedures based on the funding amount for each project.

The Operating Agency must maintain payroll and time attendance records signed by the employee and approved by the supervisor. Time distribution records must reflect total work time on a daily basis by program and/or funding source, as applicable.

The Operating Agency will comply with procurement standards outlined in, 24 CFR, Part 84, Section 84.44, entitled Procurement Procedures, for the purchase of all goods and contracted services using CDBG or ESG funds.

The Operating Agency shall maintain during the term of this Contract and for a period of five (5) years after the expiration of the contract complete and adequate financial records and accounts as considered necessary by the Community Development Commission (CDC) to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following:
* A double-entry General Ledger that supports the costs charged to the CDBG or ESG Program;
* Records documenting procurement of goods and services;
* Contracts for goods or services;

* Lease or Rental Agreements;
* Invoices;
* Billing Statements;
* Cancelled Checks;
* Timecards signed by employees and supervisors;
* Personnel Authorization Records;
* Payroll Registers;
* Payroll Tax Records;
* Bank Statements;
* Bank Reconciliations; and
* Documentation to support the allocation of costs.

The Operating Agency shall execute a professional services agreement with each consultant/contractor prior to incurring any costs or distributing any CDBG or ESG funds, in compliance with federal contractual requirements.

The Operating Agency shall submit adequate financial documentation to support the program expenditures reported in the monthly CDBG Funding Request forms. The financial supporting documentation will include contracts for goods or services, evidence of procurement, lease or rental agreements, invoices, billing statements, cancelled checks, timecards signed by employee and supervisors, payroll registers, payroll tax records, bank statements, bank reconciliations, a detailed General Ledger that supports the costs charged to the CDBG program, and an approved cost allocation method for indirect costs charged. Failure to submit the necessary supporting documentation will result in the disallowance of costs.

Contracted Services/Subrecipients

Funding Summary

Cost Category	Amount
Capital Outlays	$50,000.00
Total	**$50,000.00**

Leverage Sources	Amount
Other Private	$52,500.00
Other	$32,500.00
Total	**$85,000.00**

Implementation Schedule

Phase	Scheduled	% Complete
Submit Bid Document	7/1/2008	0%
Bid-Opening	7/25/2008	8%
Contract Award	8/10/2008	10%
Construction Completed	9/30/2008	96%

Los Angeles County Community Development Commission **Exhibit A**

Location

Name: Women's and Children's Family C

Address: 12519-A Washington Blvd.

City: Whittier

Service Area

Region	Population	Low/Mod Pop	
District 4	1,857,856	680,159	
Grand Total:	**1,857,856**	**680,159**	**36.61% Low/Mod**

Project No: 601127-07 Version: 0

EXHIBIT B

INSURANCE REQUIREMENTS FOR OPERATING AGENCIES

In order for the Operating Agency to meet its obligations to the community and insure it's continuance, the Community Development Commission of the County of Los Angeles (CDC), the Housing Authority of the County of Los Angeles (HA) and the County of Los Angeles (County) requires that prior to the execution of this contract, the Operating Agencies must provide evidence that all insurance requirements have been met. Evidence of said insurance shall consist of **Certificates of Insurance** and original endorsements as required, having been reviewed and approved as being sufficient by the CDC. Consequently, the Operating Agency will ensure that all sub-recipients, sub-contractors, or sub-consultants, doing work on behalf of the Operating Agency, shall comply with applicable insurance laws and requirements and maintain current coverage and certification.

Any lapse of required insurance coverage during the term of this Contract shall constitute an event of default hereunder. CDC shall notify Operating Agency in writing of said event of default and give Operating Agency ten (10) working days from the date of the letter to respond. If no response is received from Operating Agency after said period of time, the CDC shall notify Operating Agency in writing that it has five (5) working days to fully comply with the insurance requirements herein, and provide proof of said compliance to the CDC, in order to cure said event of default. If said event of default is not cured within the cure period, the CDC may immediately terminate the Contract for cause. No funds will be advanced, reimbursed, or disbursed until all insurance requirements have been met and evidence of said insurance consisting of **Certificates of Insurance** and original endorsements as required, have been reviewed and approved as being sufficient by the CDC. There absolutely will be no reimbursement of costs for the default and cure periods.

Any exceptions to the insurance requirements as set forth herein, would be granted only on a case by case basis. Prior to the Operating Agency receiving funds, the CDC or the HA will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the CDC, the HA and the County may have certain insurance coverages waived by the CDC Risk Management Administrator upon the written request of the Operating Agency.

INDEMNIFICATION:

Operating Agencies shall indemnify, defend and hold harmless the CDC, the HA, the County, and their appointed officials, employees, agents or volunteers ("Covered Entities") from and against any and all liability, including but not limited to demands, claim actions, fees, costs and expenses (including attorney and expert witness fees); arising from or connected with Operating Agency Acts and/or omissions arising from and/or relating to this agreement.

Without limiting its indemnification of the "Covered Entities", each Operating Agency shall be required, if funded, to provide the following insurance or evidence of formal self-insurance to meet contract requirements:

1. **GENERAL LIABILITY INSURANCE:** Written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following: **$1,000,000, per occurrence; $2,000,000** general aggregate: Higher limits may be required depending on the type of services provided. This protects an Operating Agency against claims for injury or property damage brought by members of the public as a result of the Operating Agency's activities. It is not now uncommon for a jury to award $1 million in judgments for successful claims, and regardless of the outcome, defense costs can be enormous. **General Liability Insurance** should pay the jury award and costs, thereby protecting the Operating Agency's assets and insuring its continuance. The CDC cannot endorse Operating Agencies, which are not financially responsible. It is in the best interests of the community for the CDC to maintain insurance and encourage the continuance of the services provided by the Operating Agency. In cases where the activities for the Operating Agency present no meaningful **General Liability exposure** to the "Covered Entities", the CDC Risk Management Administrator may waive this coverage upon the written request of the Operating Agency. General Liability forms also exclude claims arising from the use of automobiles, and separate coverage is required.

2. **ADDITIONAL GENERAL LIABILITY COVERAGE REQUIREMENTS:** General liability policies shall be endorsed to contain the following provisions:

   A. The "Covered Entities" are to be covered **as additional named insureds by endorsement with respect to liability arising out of activities performed by or on behalf of the Operating Agency, including products and completed operations, premises owned, leased, or used. Endorsement shall be included as part to the Operating Agency's file.**

   B. The insurance coverage shall be primary insurance with respect to the "Covered Entities". Any insurance or self-insurance maintained by the "Covered Entities" shall be in excess of the insurance and shall not contribute to it. Coverage shall state that the insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability

3. **AUTOMOBILE LIABILITY INSURANCE:** Written on ISO policy form CA 00 01 or it equivalent with a limit of liability of not less than **$1,000,000** per accident. Such insurance shall include coverage for all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto". An Operating Agency should insure automobiles which they own. It should also be noted, however, that an Operating Agency can be held responsible for claims arising from its use of automobiles owned by volunteers, employees or contractors when conducting organization business. For this exposure, non-owned automobile liability coverage is required. This can be purchased in conjunction with most General Liability policies at a small additional premium. In cases where the funds for the activities given to the Operating Agencies present no meaningful **Automobile Liability Exposure** to the "Covered Entities", the CDC Risk Management Administrator may waive coverage upon written request from the Operating Agency.

4. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:** Provide workers' compensation benefits as required by the Labor Code of the State of California, and in all cases, this insurance shall include Employers' Liability coverage Limits of not less than the following for **$1,000,000 per accident.** Even if an Operating Agency has no regular employees, it can be held responsible for the payment of **workers' compensation benefits** for volunteers who can show that they are being recompensed for their services in some way by the Operating Agency.

   Basic coverage is almost always necessary to protect an Operating Agency and to insure compliance with the State Labor Code.

5. **CRIME COVERAGE FOR EMPLOYEE THEFT: Coverage for the total amount of the grant.** This is required to safeguard federal funds held or used by the Operating Agency Incidents have occurred in the past where federal funds have been stolen or embezzled by an Operating Agency employee, and the Operating Agency has been financially unable to recover the loss. Coverage should be written on a Discovery Form.

6. **PROFESSIONAL LIABILITY INSURANCE:** If applicable, in an amount of **not less than $1,000,000 aggregate** combined single limit, unless this requirement has been waived in writing. This extends coverage claims arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities for the Operating Agency present no meaningful professional exposure, CDC Risk Management may waive compliance with this contract provision upon written request.

7. **PROPERTY COVERAGE:** If applicable, and if, under the terms of Contract, the Operating Agency will have possession of, rent, lease or be loaned County-owned real or nonexpendable personal property, the Operating Agency may be required to insure the property for replacement cost under Special Form Coverage. The Community Development Commission shall be named on a Lenders Payable Endorsement. Evidence of this endorsement shall be sent to the Commission and retained in the Operating Agency file. Coverage shall be in effect for 3 years, at which time the property shall be deemed owned by the organization, with no insurable interest of the Commission.

NOTICE OF CANCELLATION

Except for non-payment of premium, each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled by either party or reduced in coverage except after thirty (30) days prior written notice has been given to the CDC.

SELF-INSURANCE

Where agencies are totally self-insured for any of the coverages required, or where deductibles or self-insured retentions exceed the limits of coverage required, evidence of a formal funded program of self-insurance will be accepted in lieu of commercial insurance. The agencies shall fully protect the "Covered Entities" in the same manner as their interest would have been protected had commercial insurance been in effect.

ACCEPTABLE INSURANCE CARRIERS

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating equivalent to, A+ by A.M. Best & Co. Carriers not admitted in California, shall be subject to LESLI list on file with the California Department of Insurance. Any deviation from this rule shall require specific approval in writing from the CDC.

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