

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
BRINGING FAMILIES HOME
REIMBURSABLE CONTRACT**

PROJECT TITLE: «Project_Name»

PROJECT NUMBER: «Project_No»

CONTRACT NUMBER: «C»

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

WITNESSETH THAT:

WHEREAS, the LACDA has made funding available under the Bringing Families Home (BFH) program; and

WHEREAS, The Operating Agency desires to participate in said BFH 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 there from, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A, Project Description and Activity Budget, Exhibit B, Insurance Requirements and Exhibit C, Charitable Contributions Certification.
2. CONTRACT ADMINISTRATION. The Executive Director of the LACDA, (Executive Director), or his designee, shall have full authority to act for the LACDA in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in the Exhibit A, Project Description and Activity Budget.
4. TIME OF PERFORMANCE. The Operating Agency shall commence the services described herein on the date first above written and shall complete same by no later than «EndDate».
5. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Contract, the LACDA shall reimburse the Operating Agency an amount not to exceed «Budget» «Budget Amount», which shall constitute full and complete compensation hereunder for the implementation of the project described in Exhibit A. Said reimbursement will only be paid out of BFH funds authorized by the County Board of Supervisors for these purposes on March 7, 2023 for allowable costs actually incurred and paid for the express purposes

specified. The parties understand and agree that such reimbursement, if any, shall not be a charge against any other funds of the LACDA. Funds shall be paid only after submittal of the electronic payment request form. This payment request form must be submitted on a minimum of a monthly basis as specified and provided by the LACDA. Said payment request shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6 of this Contract. After timely receipt and approval of each payment request form, the LACDA will draw a check in favor of the Operating Agency in the approved amount.

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

6. BUDGET SECTION. No more than the amounts and expenditure items specified in the Project Description and Activity Budget, Exhibit A to this Contract, which is attached hereto and incorporated herein by reference in Section 3, may be spent for the separate cost categories specified in Exhibit A without prior written approval of the LACDA.
7. EXPENDITURE PERFORMANCE STANDARDS. All BFH funds are expected to be expended by June 30, 2024. In order to meet this requirement, funds may be recaptured and reallocated to other agencies based on the needs of the SPA. The LACDA reserves the right to make the final determination, at its sole discretion, as to the amount of reduction of the Operating Agency's contract budget, if any.
8. RESTRICTION ON USE OF PROGRAM FUNDS. These funds are restricted for families who are being served by Los Angeles County Department of Children and Family Services (DCFS) and are homeless or at-risk of homelessness. No monies for this Project may be used to supplant Federal, State, County and/or other monies available to the organization for any purpose. Activities funded under this contract must be new or enhancements to existing activities.
9. COMPLIANCE WITH LAWS. All parties agree to be bound by all applicable Federal, State, and local laws, ordinances, regulations, directives, and guidelines as they pertain to the performance of this Contract, including, but not limited to, the following provisions:
 - a. The Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of,

or be subjected to discrimination under any program or activity under this Program.

- b. The Operating Agency shall ensure equal opportunity in the award and performance of any contract to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.
- c. 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.
- d. The Operating Agency shall comply with Executive Order 13166, titled "Improving Access to Services by Persons with Limited English Proficiency." Executive Order 13166 requires that federally assisted agencies make reasonable efforts to provide language assistance to ensure meaningful access for Limited English Proficiency (LEP) persons to the agency's programs and activities.
- e. Should the Operating Agency require additional or replacement personnel after the effective date of this Contract, the Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program, or General Relief Opportunity For Work (GROW) Program who meet the Operating Agency's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN Program at (626) 927-2704 and the GROW Program at (562) 908-6858 for a list of GAIN/GROW participants by job category.
- f. The 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.
- g. The Operating Agency shall require that all sub-recipients of all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) hereunder shall also fully comply with the requirements as set forth in said County Code Chapter.
- h. Failure on the part of the Operating Agency and/or its Lobbyist(s) to fully comply with said County Lobbyist requirements shall constitute a material breach of the Contract upon which the LACDA may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the LACDA and/or any Federal agency as a result of such breach.

- i. The Supervision of Trustees and Fundraisers For Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Non-profit Integrity Act of 2004" (SB1262, Chapter 919) increased the Charitable Purposes Act requirements. By requiring subrecipients to complete the "Charitable Contributions Certification" form attached hereto as Exhibit C, the LACDA seeks to ensure that all non-profit agencies that contract with the LACDA and receive or raise charitable contributions comply with California law in order to protect the LACDA and its taxpayers. A subrecipient that receives or raises charitable contributions without complying with its obligation under California law commits a material breach, upon which the LACDA may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the LACDA and/or any Federal agency as a result of such breach.
- j. The Operating Agency shall comply with the State of California Welfare and Institutions Code section 8255. Section 8255 requires compliance with Housing First model and Coordinating Council requirements.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Failure on the part of the Operating Agency and/or its Lobbyist(s) to fully comply with said County Lobbyist requirements shall constitute a material breach of the Contract upon which the LACDA may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the LACDA as a result of such breach.

11. CONFIDENTIALITY OF REPORTS. The Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the LACDA. For any personal information obtained from Program participants, informed consents shall be obtained and the Operating Agency is responsible for

fulfilling any requirements pertaining to and in compliance with the Health Insurance Portability and Accountability Act (HIPAA); the Institutional Review Board for Human Subjects Protection, and the State of California Welfare and Institutions Code Section 5328 regarding confidentiality.

12. 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.
13. 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.
14. 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.
15. 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.
16. PROGRAM EVALUATIONS AND REVIEW. The Operating Agency shall make available for inspection to authorized LACDA personnel and their agents, for five years (5) after the termination or expiration of this Contract, all records, including financial, pertaining to its performance under this Contract and allow said LACDA personnel and agents to inspect and monitor the Operating Agency's facilities and program operations, and interview the Operating Agency's staff and program participants, as required by the LACDA .

The Operating Agency agrees to submit all data that are necessary to monitor program accountability and progress in accordance with LACDA requirements.
17. PROGRAM ELIGIBILITY DOCUMENTATION AND RECORDKEEPING. The Operating Agency must maintain on file all documentation necessary to evidence a participating family's eligibility for the Program, including but not limited to:
 - a. Documentation of the family's status as homeless or at-risk of homelessness, as defined in Sections 103 and 401 of the McKinney Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition

to Housing Act of 2009, and subject to the recordkeeping and reporting requirements of 24 CFR 576.500;and

18. **PROGRAM INCOME.** Upon termination of this Contract, the LACDA reserves the right to determine the final disposition of any program income accumulated under the project(s) set forth in Exhibit A. Said disposition may include the LACDA taking possession of said program income.
19. **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 LACDA and otherwise comply with all applicable laws and regulations. In the event the Contract is terminated or expires, the LACDA reserves the right to determine the final disposition of said nonexpendable property acquired for this project with BFH 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 contract number), owner of property, date of purchase, cost, percentage of cost paid with BFH monies, location, condition and use of property, date of disposal, and sale price or method used to determine the current market value. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once a year, reconcile the inventory with its property records and maintain these records for five (5) years after the termination or expiration of this Contract.

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 market value exceeding \$5,000 and if the supplies are not needed for any other LACDA sponsored program(s) or project(s), the Operating Agency shall immediately pay the LACDA for its pro rata share of the then current aggregate market value or proceeds from the sale calculated at the percentage of the purchase price paid with BFH funds. The Operating Agency shall obtain prior approval of the LACDA and otherwise comply with all applicable laws and regulations prior to utilizing the supplies for any other LACDA sponsored program(s) or project(s).

20. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. Operating Agency shall obtain an adequate number of 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. The Operating Agency shall properly identify and inventory all nonexpendable property purchased or leased for \$5,000 or more, pursuant to the Contract. The Operating Agency shall provide said inventory to the LACDA upon request.
21. 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 45 of this Contract.
22. CHANGES. The LACDA may, from time to time, request changes hereunder, including the scope of services of the Operating Agency. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the LACDA and the Operating Agency, shall be incorporated into this Contract by written amendments.
23. [Intentionally left blank]
24. REVENUE DISCLOSURE REQUIREMENT. Upon request, the Operating Agency shall file with the LACDA a written statement listing all revenue received, or expected to be received, by 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 the Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. The Operating Agency shall make available for inspection and audit to LACDA 's representatives, upon request, at any time during the duration of this Contract, and for a period of five (5) years thereafter, all of its books and records relating to the operation 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 LACDA. All such books and records shall be maintained by the Operating Agency at a location in Los Angeles County.

Failure of the Operating Agency to comply with the requirements of this Section 24 of this Contract shall constitute a material breach of contract upon which LACDA may immediately cancel, terminate or suspend this Contract through the Executive Director.

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

26. [Intentionally Left Blank]

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

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

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

Executive Director
Los Angeles County Development Authority
700 W. Main Street
Alhambra, CA 91801

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

28. ASSIGNMENT. The Operating Agency shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, LACDA's consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the LACDA to any approved delegate or assignee on any claim under the Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Operating Agency may have against the LACDA. However, the LACDA reserves the right to assign this Contract to another public agency without the consent of the Operating Agency.

Shareholders, partners, members, or other equity holders of the Operating Agency may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Operating Agency to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the LACDA in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Operating Agency's duties, responsibilities, obligations, or performance of same by any entity other than the Operating Agency, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the LACDA's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against the Operating Agency as it could pursue in the event of default by the Operating Agency.

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

If the Operating Agency desires to subcontract, the Operating Agency shall provide the following information to the LACDA:

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

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

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

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

The LACDA's Executive Director, or his designee is authorized to act for and on behalf of the LACDA with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LACDA, the Operating Agency shall forward a fully executed subcontract to the LACDA for their files.

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

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

30. NOTICE OF FEDERAL EARNED INCOME CREDIT. The Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
31. FISCAL LIMITATIONS. 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 LACDA, through the Executive Director, or his designee, may suspend this Contract for up to sixty (60) days, upon three (3) days notice to the Operating Agency, pending an audit or other resolution of such questions. In no event, however, shall a revision made by the LACDA affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that BFH funds are available to LACDA to satisfy such expenditures or legally binding commitments.
32. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. The Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.
33. CONFLICT OF INTEREST. The Operating Agency represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the LACDA. Upon execution of this Contract and during its term, as appropriate, the Operating Agency shall, disclose in writing to the LACDA any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the LACDA's interest and the interests of the third parties.
34. 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. Are specifically requested by the Operating Agency;

- ii. Will not change the project goals or scope of services;
 - iii. Are in the best interest of the LACDA and the Operating Agency in performing the scope of services under this Contract;
 - iv. Do not alter the total amount of compensation under this Contract; and
 - v. When such modifications are in writing prior to expenditures being made.
35. 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. Are specifically requested by the Operating Agency;
 - ii. Will not change the project goals or scope of services;
 - iii. Are in the best interests of the LACDA and the Operating Agency in performing the scope of services under this Contract; and
 - iv. Are in writing prior to expenditures being made.
36. AUDIT EXCEPTIONS. The Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the LACDA the full amount of LACDA's liability to the funding agency resulting from such audit exceptions.
37. AUDITS. The Operating Agency's program will be audited in accordance with the LACDA's policy and funding source guidelines. The LACDA or its authorized representatives shall, at all times during the term of this Contract, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at LACDA's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the LACDA to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.
- Failure of the Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the Executive Director or his designee may cancel, terminate or suspend this Contract.
38. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. The Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.

39. 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. Amendments must be received by the LACDA no more than sixty (60) calendar days prior to the expiration date of this Contract.
40. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the LACDA for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the LACDA, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the LACDA, (c) a community related benefit is derived from such the Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.
41. MONITORING AND EVALUATION. The LACDA will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the LACDA shall have the right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of ongoing program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director or his 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.
- Failure of the Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the Executive Director or his designee may cancel, terminate or suspend this Contract.
42. INSURANCE. The LACDA shall determine the requirements of the insurance policy to be procured and maintained by the Operating Agency with respect to its activities and obligations hereunder. Without limiting the Operating Agency's indemnification of LACDA, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the LACDA's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
43. FAILURE TO PROCURE INSURANCE. Failure on the part of the Operating Agency to procure or maintain required insurance (pursuant to Exhibit B) shall constitute a material breach of contract under which LACDA may immediately

suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by LACDA shall be repaid by the Operating Agency to LACDA upon demand or LACDA may offset the cost of the premiums against any monies due to the Operating Agency from LACDA.

44. INDEMNIFICATION. Except as otherwise set forth below, the Operating Agency agrees to indemnify, defend and hold harmless the LACDA and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as “Public Agencies”) from and against any and all liability, demands, damages, claims, causes of action, fees, (including reasonable attorneys’ fees, expert witness’ fees, defense costs), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as “Liabilities”), arising from, related to, or connected with the Operating Agency’s acts, errors, or omissions. The Operating Agency shall not be required to indemnify, defend, and hold harmless the Public Agencies from any Liabilities that arise from the sole negligence or willful misconduct of Public Agencies.

The Operating Agency further agrees to indemnify, defend, and hold harmless the Public Agencies from and against any and all Liabilities relating to the Operating Agency’s acts or omissions, whether civil or criminal, intentional or unintentional, including, without limitation, allegations or acts of physical abuse, mental abuse, psychological abuse, senior abuse, sexual abuse, molestation, maltreatment, or mistreatment related in any way to this Contract or the services or work to be provided hereunder.

The above-mentioned indemnification provisions shall remain in full force and effect and survive the cancellation, termination, and/or expiration of this Contract. The Operating Agency further agrees to require any entities with which it contracts to agree to and abide by the above-mentioned indemnification requirements in favor of the Public Agencies, as applicable to each of them.

45. 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 LACDA is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by LACDA into other eligible activities in the LACDA. 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.
46. NEPOTISM. The Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by the Operating

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

47. RELIGIOUS AND POLITICAL ACTIVITIES. Except as included within the Exhibit A, the Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with this Contract.
48. 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. Separate financial records shall be kept for each funding source and program.
49. REPORTS AND RECORDS. The Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by the LACDA. Program progress reports shall be submitted as required, in the form specified by the Executive Director or his designee. The Operating Agency shall maintain, and permit onsite inspections of such property, personnel, financial and other records and accounts as are considered necessary by LACDA to assure proper accounting for all Contract funds during the term of this Contract and for a period of five (5) years thereafter. The Operating Agency will ensure that its employees and board members furnish such information, which, in the judgment of LACDA representatives, may be relevant to a question of compliance with contractual conditions, with LACDA or granting agency directives, or with the effectiveness, legality and achievements of the program.
50. EXPENDITURES. Expenditures made by the Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from Executive Director or his designee.
51. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief that it has adopted and is enforcing:
 - 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;

52. DRUG-FREE WORKPLACE. The 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 52;
 - iv. Notifying the employee in the statement required by paragraph i of this Section 52 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 LACDA 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. Requiring Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs i, ii, iii, iv, v and vi.
53. 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 safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.
54. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING. The Operating Agency acknowledges that the County has established a Zero Tolerance Trafficking Policy prohibiting the Operating Agency, or subcontractors approved under this contract from engaging in human trafficking.
- If the Operating Agency, or a member (s) on the Operating Agency's staff is convicted of a human trafficking offense, the LACDA shall require that the Operating Agency, or member of the Operating Agency's staff be removed immediately from performing services under this contract. The LACDA will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- Disqualification of any member of the Operating Agency's staff pursuant to this section shall not relieve the Operating Agency of its obligation to complete all work in accordance with the terms and conditions of this Contract.
55. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract to the LACDA must ensure that sufficient property maintenance 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 LACDA.
56. TERMINATION FOR IMPROPER CONSIDERATION. The LACDA may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any LACDA officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to

the award, amendment or extension of the Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to the Contract. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against the Operating Agency as it could pursue in the event of default by the Operating Agency.

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

57. THE OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from 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 the Operating Agency's duty under this Contract to comply with all applicable provisions of law, the Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

58. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section 57, the Operating Agency's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default by the Operating Agency under this Contract. Without limiting the rights and remedies available to LACDA 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 or his designee may terminate this Contract pursuant to Section 62, Termination for Cause.

59. POST MOST WANTED DELINQUENT PARENTS LIST. The Operating Agency acknowledges that the LACDA 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 the Operating Agency's place of business. The CSSD will supply the Operating Agency with the poster to be used.

60. LACDA 'S QUALITY ASSURANCE PLAN. The LACDA will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Operating Agency's compliance with all Contract terms and performance standards. The Operating Agency's deficiencies, which LACDA determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the LACDA and the Operating Agency. If improvement does not occur consistent with the corrective measure, LACDA may terminate this Contract, pursuant to Paragraph 61 or 62, or impose other penalties as specified in this Contract.
61. TERMINATION FOR CONVENIENCE. The LACDA reserves the right to cancel this Contract for any reason at all upon 30 days' prior written notice to the Operating Agency. In the event of such termination, the Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.
62. TERMINATION FOR CAUSE. This Contract may be terminated by the LACDA upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the LACDA upon termination or upon the occurrence of any of the following events in 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 LACDA within the time specified in such notice, the LACDA shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
 - 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 the Operating Agency by the LACDA.

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 or his designee 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 LACDA shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five 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 LACDA become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

63. [Intentionally Left Blank]

64. 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.

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

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

66. OPERATING AGENCY RESPONSIBILITY AND DEBARMENT.

a. A responsible Operating Agency 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 LACDA to conduct business only with responsible contractors.

- b. The Operating Agency is hereby notified that if the LACDA acquires information concerning the performance of the Operating Agency on this or other contracts which indicates that the Operating Agency is not responsible, the LACDA may, in addition to other remedies provided in the Contract, debar the Operating Agency from bidding or proposing on, or being awarded, and/or performing work on County or LACDA contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Operating Agency may have with the County or LACDA.
- c. The County 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 LACDA or County, or a nonprofit corporation created by the LACDA or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the LACDA or County or any other public entity, or a nonprofit corporation created by the LACDA 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 LACDA or County, or any other public entity.
- d. If there is evidence that the Operating Agency may be subject to debarment, the LACDA will notify the Operating Agency in writing of the evidence, which is the basis for the proposed debarment and will advise the Operating Agency of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Operating Agency and/or the Operating Agency'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 Operating Agency should be debarred, and, if so, the appropriate length of time of the debarment. The Operating Agency and the LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- f. 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.
- g. If an Operating Agency has been debarred for a period longer than five years, that the Operating Agency 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 LACDA may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Operating Agency 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 LACDA.

- h. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Operating Agency 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.
- i. 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.
- j. These terms shall also apply to subcontractors and subconsultants of LACDA contractors, consultants, vendors and operating agencies.

67. [Intentionally Left Blank]

68. [Intentionally Left Blank]

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

70. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS. The Operating Agency represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the LACDA are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. The Operating Agency further agrees to defend, hold harmless, and indemnify the LACDA from any and all liability, as described in Section 44, Indemnification, arising from or related to

LACDA 's use of said photographs, videos, DVD's, footage, magazines, and other media materials.

71. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW. The Operating Agency shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.
72. OPERATING AGENCY'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW. The Operating Agency acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The Operating Agency understands that it is the LACDA 's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Operating Agency's place of business. The Operating Agency will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. This poster is available on the Internet at www.babysafela.org/docs/poster_e.pdf.
73. OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Operating Agency qualifies for an exemption or exclusion, the Operating Agency warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.
74. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in the previous Paragraph, "OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract without limiting the rights and remedies available to the LACDA under any other provision of this Contract, failure of the Operating Agency to cure such default within ten (10) days of notice shall be grounds upon which LACDA may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program and the Los Angeles County Code, Chapter 2.206.
75. ENERGY POLICY AND CONSERVATION ACT. The Operating Agency must comply with mandatory standards and policies related to energy efficiency which

are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94A 163, Stat.871).

76. 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 the Operating Agency in accordance with the terms and conditions stated herein.
77. ENTIRE CONTRACT. This Contract with attachments and any and all BFH Bulletins, which the LACDA may issue from time to time following the date of execution, constitute the entire understanding and agreement of the parties.

DRAFT

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

COUNTY OF LOS ANGELES

«AGENCY_NAME»
Operating Agency

By: _____
EMILIO SALAS, Executive Director
Los Angeles County Development Authority

By: _____
Title: _____

APPROVED AS TO FORM:

Dawyn R. Harrison
Acting County Counsel
Of The County of Los Angeles

APPROVED AS TO PROGRAM:

EMILIO SALAS
Executive Director
Los Angeles County Development Authority

By: _____
BEHNAZ TASHAKORIAN
Principal Deputy County Counsel

By: _____
Director
Community Development Division

Los Angeles County Development Authority

Project Description and Activity Budget

Contract No.

Version

PROJECT

OPERATING AGENCY

Project No: Title: Funding Period: Funding Source: Jurisdiction:	Organization Name: Type: LACDA Program Mgr:
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Project Administration

Activity Summary

Special Conditions

Contracted Services/Subrecipients

Funding Summary

<u>Cost Category</u>	<u>Amount</u>	<u>Leverage Sources</u>	<u>Amount</u>
Personnel			
Non-Personnel			
Administrative Costs			
Total		Total	

Service Area

<u>Region</u>	<u>Population</u>	<u>Low/Mod Pop</u>
Grand Total:	0	0 NaN Low/Mod

EXHIBIT B

INSURANCE REQUIREMENTS FOR COMMUNITY BASED ORGANIZATIONS AND OTHER PUBLIC AGENCIES

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier: Antelope Valley Domestic Violence

1.0 INSURANCE

In order for the Operating Agency to meet its obligations and insure its continuance, the Los Angeles County Development Authority ("LACDA"), and the County of Los Angeles ("County"), herein collectively referred to as the "Public Agencies", require that prior to the execution of this Contract, the Operating Agency must provide evidence that all insurance requirements have been met. Without limiting Operating Agency's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Operating Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Operating Agency pursuant to this Contract. The LACDA in no way warrants that the Required Insurance is sufficient to protect the Operating Agency for liabilities which may arise from or relate to this Contract.

1.1 Insurance Coverage

1.1.1 Commercial General Liability Insurance

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming The LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

1.1.2 Automobile Liability Insurance

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Operating Agency's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

1.1.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Operating Agency will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the LACDA as the Alternate Employer, and the endorsement form shall be modified to provide that LACDA will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Operating Agency's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

1.2 Additional Unique Insurance Coverage

1.2.1 Sexual Misconduct Liability

Coverage is required when services in relation to this contract involve care or supervision of children, seniors and other vulnerable persons and insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

1.2.2 Professional Liability/Errors and Omissions

Insurance covering Operating Agency's liability arising from or related to this Contract, with limits of not less than \$2 million per claim and \$2 million aggregate. Further, the Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

1.2.3 Property Coverage

Operating Agencies given exclusive use of LACDA owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The LACDA and its Agents shall be named as an Additional Insured and Loss Payee on Operating Agency's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

If the Operating Agency will have possession of, rent, lease, or be loaned LACDA owned real or nonexpendable personal property, the Operating Agency shall be required to insure the property for replacement cost under the Special Form Coverage. The LACDA shall be named on a Lenders Loss Payable Endorsement. Evidence of this shall be provided to the LACDA, prior to execution of this contract. Coverage shall be maintained for the duration of this contract.

The “Basic Form” or “Special Form” property insurance as follows:

A The “Special Form” perils property insurance coverage shall be provided for both Builders Risk (course of construction) and completed operational property. All builders risk insurance shall provide coverage against theft, vandalism, malicious mischief, collapse, false work, temporary buildings on site, theft and vandalism to construction materials, building materials in transit and debris removal including demolition occasioned by enforcement of any applicable building codes. The amount of the property coverage shall at all times meet or exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Mortgaged Property. There shall not be a “co-insurance” clause and the Operating Agency agrees to waive any co-insurance clause **to the full extent described in the insurance policy form**. If a co-insurance waiver is not commercially available at reasonable rates, the LACDA may waive this requirement. Said insurance shall be maintained for the duration of this Contract. The LACDA shall be named as loss payees on such policy.

B If the “Special Form” is not available from the Operating Agency’s underwriters due to market conditions or unreasonable costs, or the LACDA determine the “Basic Form” is preferred, the “Basic Form” may be obtained in lieu of the “Special Form.” The “Basic Form” insurance coverage shall include, without limitation, insurance against the perils of fire and physical loss of damage including, without duplication of coverage, vandalism, malicious mischief and extended coverage. The amount of the property coverage shall at all times meet or exceed the actual cash value (“ACV”) of all existing structures, improvements and fixtures on the Property. Said insurance shall be maintained for the duration of this Contract. The LACDA shall be named as loss payees on such policy.

1.2.4 Crime Coverage

Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated if the aggregate budgeted amount for the current fiscal year allotted for the operating agency is less than fifty thousand dollars (\$50,000), the operating agency shall not be required to comply with this section. If the aggregate budgeted amount for the current fiscal year allotted for the operating agency is greater than or equal to fifty thousand dollars (\$50,000), then the operating agency shall be required to comply with the following requirements in this section:

The Operating Agency shall procure and maintain, at its sole cost and expense, a fidelity bond covering each employee of the Operating Agency, whether or not they are compensated. The fidelity bond may be either a primary commercial blanket bond or a blanket position bond written by an insurer licensed by the California Insurance Commissioner. The Operating Agency shall provide thirty (30) days’ notice to the LACDA prior to cancellation of the fidelity bond. The fidelity bond shall provide a minimum coverage equivalent to 50% of the cumulative Exhibit A project budget approved for the current fiscal year, not to exceed One Million Dollars (\$1,000,000). If the Operating

Agency experiences an increase in funding during the fiscal year, the crime coverage requirement will be reassessed and additional coverage may be required in the sole and absolute discretion of the LACDA. The Operating Agency shall maintain the fidelity bond for the duration of this contract. The fidelity bond may contain a provision for a deductible amount from any loss which, except for such deductible provision, would be recoverable from the insurer. A deductible provision shall not be in excess of ten percent (10%) of the required minimum bond coverage. Any deviation from this fidelity bond section shall require specific written approval by the LACDA. The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the requirements contained in this section.

1.3 THIS SECTION INTENTIONALLY LEFT BLANK

1.4 Certificate of Insurance Coverage:

1.4.1 Certificate(s) of Insurance Coverage ("Certificate") satisfactory to LACDA, and a copy of an Additional Insured endorsement confirming LACDA and its Agents (defined below) has been given Insured status under the Operating Agency's General Liability policy, shall be delivered to LACDA at the address shown below and provided prior to commencing services under this Contract.

1.4.2 Renewal Certificates shall be provided to LACDA not less than ten (10) days prior to Operating Agency's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Operating Agency and/or Sub-Contractor insurance policies at any time.

1.4.3 Certificates shall identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Operating Agency identified as the contracting party in this Contract.

1.4.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

1.4.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Operating Agency, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

1.4.6 Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Development Authority
Contracting Division/Section
Contracting Division Address
Attention: Name and Title of Division Contact

1.5 Notices of Injury or Damage or Destruction

The Operating Agency also shall promptly report to LACDA any injury or property damage accident or incident, including any injury to a Operating Agency employee occurring on LACDA property, and any loss, disappearance, destruction, misuse, or theft of LACDA property, monies or securities entrusted to Operating Agency. The Operating Agency also shall promptly notify LACDA of any third party claim or suit filed against the Operating Agency or any of its sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Operating Agency and/or LACDA.

1.6 Additional Insured Status and Scope of Coverage

The LACDA and its Agents shall be provided additional insured status under Operating Agency's General Liability policy with respect to liability arising out of Operating Agency's ongoing and completed operations performed on behalf of the LACDA. LACDA and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Operating Agency's acts or omissions, whether such liability is attributable to the Operating Agency or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

1.7 Cancellation of or Change to Maintain Insurance

Operating Agency shall provide LACDA with, or Operating Agency's insurance policies shall contain a provision that LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Contract.

1.8 Failure to Maintain Insurance

Operating Agency's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which LACDA immediately may withhold payments due to Operating Agency, and/or suspend or terminate this Contract. LACDA, at its sole discretion, may obtain damages from Operating Agency resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to Operating Agency, deduct the premium cost from sums due to Operating Agency or pursue Operating Agency reimbursement.

1.9 Operating Agency's Insurance Shall Be Primary

Operating Agency's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Operating Agency. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Operating Agency coverage.

1.10 Insurance Specifics

1.10.1 Waivers of Subrogation

To the fullest extent permitted by law, the Operating Agency hereby waives its rights and its insurer(s)' rights of recovery against LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The Operating Agency shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

1.10.2 Sub-Contractor Insurance Coverage Requirements

Operating Agency shall include all Sub-Contractors as insureds under Operating Agency's own policies, or shall provide LACDA with each Sub-Contractor's separate evidence of insurance coverage. Operating Agency shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Operating Agency as additional insureds on the Sub-Contractor's General Liability policy. Operating Agency shall obtain LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

1.10.3 Deductibles and Self-Insured Retentions (SIRs)

Operating Agency's policies shall not obligate the LACDA to pay any portion of any Operating Agency deductible or SIR. The LACDA retains the right to require Operating Agency to reduce or eliminate policy deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing Operating Agency's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

1.10.4 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

1.10.5 Application of Excess Liability Coverage

Operating Agency may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

1.10.6 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

1.10.7 Alternative Risk Financing Programs

The LACDA reserves the right to review, and then approve, Operating Agency use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

1.11 LACDA Review and Approval of Insurance Requirements

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon LACDA's determination of changes in risk exposures.

If circumstances or activities change during the fiscal year for any of the projects, and the Operating Agency received a waiver for any insurance coverage set for the herein, then, in the sole and absolute discretion of the LACDA, the granting of the waiver for any of the insurance coverage listed in the preceding paragraphs of this document may be revoked and the insurance coverage requirements reinstated. The Operating Agency shall immediately notify the LACDA of any circumstances or activity changes that may affect the insurance requirements, or any waivers of such, as set forth herein. If any such requirements are revoked and/or reinstated, then Operating Agency must immediately (but in any event, within 30 days) provide evidence that it is in compliance with all insurance requirements, whether set forth herein, or otherwise reinstated. Operating Agency's failure to comply with the LACDA's election to revoke and/or reinstate any insurance requirements shall be deemed a material breach of this contract.

No funds will be advanced, reimbursed, or disbursed until all of the above mentioned insurance requirements have been met. There absolutely will be no reimbursement of costs for the default and cure periods.

Exceptions to the insurance requirements as set forth herein, will be granted only on a case by case basis. Prior to the Operating Agency receiving funds, the LACDA will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the LACDA and/or the County (as determined solely by the LACDA's Risk Management Administrator) may have certain insurance coverages waived by the LACDA Risk Management Administrator upon the written request of the Operating Agency and the LACDA Risk Management Administrator's approval of such.

The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the provisions of this Exhibit B.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Los Angeles County Development Authority (LACDA) contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the LACDA of such organizations.



CHARITABLE CONTRIBUTIONS CERTIFICATION FORM

EXHIBIT C

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Los Angeles County Development Authority (LACDA) contract, it will timely comply with them and provide the LACDA a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

YES NO

Signature

Date

Name and Title (please type or print)