

**CONTRACT NUMBER HA-YR-xxxSPC**

**BETWEEN**

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES**

**AND**

**SPONSORS NAME**

**HUD GRANT NUMBER: CAXXXXX**

**COMPONENT TYPE: Tenant-Based Rental Assistance**

**THIS CONTRACT** is made and entered into this 1st day of June, 2009 by and between the Housing Authority of the City of Los Angeles, State of California, a public body, corporate and politic (hereinafter referred to as the "Authority"), and SPONSORS NAME, a California non-profit corporation (hereinafter referred to as the "Contractor").

**WITNESSETH:**

**WHEREAS**, the Shelter Plus Care Program ("Program") provides a combination of housing and supportive services to homeless persons with disabilities, primarily due to drugs, substance abuse, mental illness, and/or AIDS or related diseases ("Services"); and

**WHEREAS**, the Program provides grants to be used for rental assistance for permanent housing for homeless persons with disabilities, which grants shall be matched by the Contractor in the aggregate by supportive services that are at least equal in value to the amount of rental assistance and appropriate to the needs of the population to be served; and

**WHEREAS**, on July 28, 2008, the Authority issued Request For Proposals No. XXXX, by which the Authority solicited proposals from entities to design Shelter Plus Care projects for which the Authority would administer rental assistance and for which the Contractor would provide services; and

**WHEREAS**, from among the proposals received, the Authority has determined that the Contractor's proposal is one of the best proposals for serving homeless persons with disabilities in the community; and

**WHEREAS**, the Contractor has represented that it has the requisite personnel, experience and resources to provide the Services required by the Authority, and the Contractor desires to provide the Services; and

**WHEREAS**, the Board of Commissioners, by Resolution No. 8636 adopted on September 23, 2008, authorized the Authority to contract for the services with said Contractor.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

**1. DEFINITIONS**

**A. Eligible Person:** A homeless person with disabilities (primarily persons who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have AIDS and related diseases) and, if also homeless, the family of such a person. To be eligible for assistance, persons shall be Very Low-Income.

**B. Very Low-Income:** An annual income not in excess of fifty percent (50%) of the median income for the area, as determined by the United States Department of Housing and Urban Development ("HUD"), with adjustments for smaller and larger families.

**C. Homeless individual or family:** Homeless persons are those who are sleeping in shelters or in places not meant for human habitation, such as cars, parks, sidewalks, or abandoned buildings. Such persons who spent a short time (30 consecutive days or less) in hospitals or other institutions will still be considered homeless upon discharge from those institutions.

A homeless individual or family:

- 1). resides in a place not designed for a regular sleeping accommodation for human beings; or
- 2). resides in a supervised publicly or privately owned shelter designated to provide temporary living accommodations; or
- 3). resides in transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters; or
- 4). resides in any of the above places but is spending a short time (not more than 30 consecutive days) in a hospital or other institution; or
- 5). is being discharged within a week from an institution in which the person has been a resident for more than 30 days and no subsequent residence has been identified; or
- 6). is being evicted within a week from a private dwelling and no subsequent residence has been identified; or

7). is fleeing a domestic violence housing situation and no subsequent residence has been identified; or

8). is a chronically homeless individual:

HUD defines a chronically homeless individual as: “An unaccompanied homeless individual [a single person who is alone and is not part of a homeless family and/or is not accompanied by a child or children] with a disabling condition [a diagnosable substance use disorder, serious mental illness, or AIDS and related diseases, including the co-occurrence of two or more of these conditions, which limits an individual’s ability to work or perform one or more activities of daily living] who has either been:

i. continuously homeless for one (1) year, or

ii. has had at least four (4) episodes of homelessness in the past three (3) years [each episode a separate, distinct, and sustained stay on the streets and/or in an emergency shelter].

Persons living in substandard housing are not considered homeless unless they are living in substandard housing that has been condemned as unfit for human habitation. Such housing is deemed to be a “place not meant for human habitation” and persons who are sleeping in such housing are considered homeless.

Persons leaving transitional housing designed for homeless persons are considered homeless.

The term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

**D. Shelter Plus Care Proposal:** The proposal submitted by the Contractor in response to the Request for Proposals for the Shelter Plus Care Program, issued by the Authority on July 28, 2008.

**E. Participant:** An Eligible Person who has been selected to participate in the program.

**F. Shelter Plus Care Requirements:** The Shelter Plus Care law (Title IV, Subtitle F of the McKinney-Vento Homeless Assistance Act , as amended), regulations (24 CFR Part 582), the HUD Notice of Funding Availability under which the Authority was awarded the grant of funds for this project and the provisions of the Shelter Plus Care Grant Agreement (the “Grant Agreement”) executed by the Authority and HUD, and related HUD notices and directives, as applicable.

**G. Tenant-Based Rental Assistance:** Rental assistance provided to Participants in the Shelter Plus Care program, to be used for permanent housing. The rental assistance permits Participants to choose housing of an appropriate size. Participants retain the rental assistance if they change residences.

**2. EFFECTIVE DATE AND TERM OF THE CONTRACT**

- A. Effective Date of Contract.** The effective date of this Contract is June 1, 2009.
- B. Term of Contract.** The term of this Contract begins on the effective date of the Contract, and ends on May 31, 2010.

**3. SCOPE OF WORK**

Contractor will carry out the activities listed in the Shelter Plus Care Proposal, in accordance with the Shelter Plus Care Requirements, whether or not specifically referenced in this Contract. All elements of the Shelter Plus Care Proposal including without limitation commitment letters from third parties for supportive services Contractor will provide and the means of fulfilling match requirements, are attached as Exhibit A and incorporated into this Contract. Notwithstanding any provisions of the Shelter Plus Care Proposal to the contrary, Contractor will carry out the activities for which it is responsible in compliance with applicable provisions of the Grant Agreement, attached as Exhibit B.

**4. THE AUTHORITY'S RESPONSIBILITIES**

As consideration for the services to be provided by Contractor pursuant to this Contract, the Authority will provide Tenant-Based Rental Assistance to Contractor's clients who are Participants in the Shelter Plus Care Program. The Authority will pay Tenant-Based Rental Assistance to owners of housing chosen by such Participants. Unless otherwise approved by the Authority, the Authority will provide rental assistance for a maximum of 22 households at any given time for the term of this Agreement.

**5. OUTREACH**

The Contractor shall use its best efforts to ensure that eligible hard-to-reach persons are served by the Program. Outreach shall be directed towards eligible persons who have a nighttime residence that is an emergency shelter or a public or private place not designed for regular sleeping accommodations. The Contractor shall refer only Eligible Persons to the Authority, and assemble materials and application packages for eligibility interviews according to the Authority's instructions.

## 6. SUPPORTIVE SERVICES

### A. Matching Requirement

The Contractor shall follow the Program Regulations found in Title 24, Code of Federal Regulations, Part 582 (“Program Regulations”) to assure that the supportive services are adequate. The program regulations, at Section 582.110, require that the supportive services be appropriate to the needs of the population being served, at least equal in value to the aggregate amount of rental assistance funded by HUD, and funded from sources other than the Program. The Program Regulations, at Section 582.110(c), define what may count as matching supportive services. The Contractor shall report to the Authority on compliance with this match requirement in a form and manner specified by the Authority.

The Authority will require payments from the Contractor, should the Contractor at any time not be in full compliance with 24 CFR 582.110, Matching requirements, until the aggregate amount of supportive services at least equals in value the aggregate amount of Tenant-Based Rental Assistance provided by the Authority.

### B. Required Services

With respect to this matching requirement, the Contractor shall perform the Services and tasks outlined in the Contractor’s Shelter Plus Care Proposal, which include, but are not limited to, the following:

- i. Provide integrated case management through which Participants shall receive mental health services, medical services, substance abuse treatment, vocational training, job training services, legal/welfare advocacy, drug and alcohol counseling, and other services through established providers in the immediate neighborhood.
- ii. Structured follow-up, including regular meetings with a case manager, to determine progress and identify any emergency issues.
- iii. Referral to appropriate services which may include, but not be limited to: Crisis intervention, referrals to legal services, referrals to health and mental health services, referrals to substance abuse counseling and support groups, referrals to education and vocational training programs, and referrals to employment services.

C. The Contractor shall conduct ongoing assessment of individual Participants’ needs and supportive services, including supportive services designed to assist Participants with their Program compliance.

**7. ANNUAL PROGRESS REPORTS, QUARTERLY REPORTS, AND OTHER PERTINENT INFORMATION**

**A. Annual Progress Reports**

The Contractor shall submit to the Authority an Annual Progress Report (“APR”), covering the Operating Year as designated by HUD and the Authority. The Contractor shall submit one APR for each Operating Year, and the Executive Director of the Contractor shall sign the APRs. The APRs shall be considered due to the Authority 30 days after the end date of each Operating Year. The format of the APRs shall conform to the most recent template issued by HUD.

**B. Quarterly Reports**

The Contractor shall submit Quarterly Reports, documenting the source, amount, and type of supportive services provided, to cover the quarters prescribed by the Operating Year, within 30 days after the end date of each Quarter.

**C. Other Pertinent Information**

The Contractor shall furnish any information pertinent to this Contract as may reasonably be required from time to time by the Authority or HUD.

**8. GENERAL OPERATION**

The Contractor shall operate the Program in compliance with HUD requirements for general operation, 24 CFR 582.300, which provide for participation of homeless individuals, ongoing assessment of housing and supportive services, adequate supportive services, and records and reports.

**9. DEFAULTS**

**A.** Any of the following is a default by the Contractor under this Contract:

- i.** The Contractor has committed any fraud or made any false statements to the Authority or HUD in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal rental assistance program; or
- ii.** A federal or state proceeding for the relief of debtors is undertaken by or against the Contractor; or
- iii.** A receiver or trustee is appointed for the Contractor; or
- iv.** The Contractor makes an assignment for the benefit of its

creditors; or

v. The Contractor becomes insolvent, which shall be deemed to have occurred if the Contractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not the Contractor has committed an act of bankruptcy or is considered insolvent within the meaning of the federal bankruptcy law; or

vi. The Contractor fails or refuses to submit its Annual Progress Report (“APR”), signed by its Executive Director, within 30 days after the end date of any given Operating Year; or

vii. The Contractor fails or refuses to submit its Quarterly Reports within 30 days after the end date of any given Operating Quarter; or

viii. The Contractor fails or refuses to furnish any information pertinent to this Contract as may reasonably be required from time to time by the Authority or HUD; or

ix. The Contractor breaches any material terms or violates any material provision of this Contract, or any other contract under the Program, and does not cure such breach or violation within ten (10) calendar days after delivery by the Authority of a written “Notice to Cure Deficiency.”

**B.** If the Authority determines that a default has occurred, the Authority may exercise any of its rights or remedies under the Contract. The Authority must notify the Contractor in writing of such determination. The notice by the Authority to the Contractor may require the Contractor to take corrective action (as verified by the Authority) by a time prescribed in the notice. The Authority’s rights and remedies under the Contract include the recovery of overpayment, termination or reduction of Tenant-Based Rental Assistance, and termination of the Contract. The rights and remedies of the Authority set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. The Authority’s exercise or non-exercise of any remedy for Contractor breach of this Contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**10. AUTHORITY AND CONTRACTOR RELATION TO THIRD PARTIES**

**A. Injury Resulting from Contractor Action or Failure to Act**

The Authority has not assumed any responsibility for or liability to any person injured as a result of the Contractor’s action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Contractor.

**B. Legal Relationship**

The Contractor shall, during the performance of this Contract, act as a wholly independent contractor. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the Authority. Nothing contained in this Contract shall be deemed, construed or represented by the Authority or Contractor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the Authority and Contractor. The Contractor is not the agent of the Authority, and this Contract does not create or affect any relationship between the Authority and any lender to the Contractor or any suppliers, employees, contractors, or subcontractors used by the Contractor in connection with the implementation of this Contract. The Authority shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by the Contractor.

**C. Exclusion of Third Party Claims**

Nothing in this Contract shall be construed as creating any right of a Participant or other third party (other than HUD) to enforce any provision of the Contract, or to assert any claim against the Authority, or the Contractor under the Contract.

**11. INDEMNIFICATION**

**A.** The Contractor shall hold harmless, indemnify and defend the Authority and its officers, employees, servants, agents, successors and assigns from any claim, demand, damage, liability, loss, cost or expense, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of the Contractor or any of its officers, employees or agents in the performance of this Contract, except such damage as is caused by the sole negligence of the Authority or any of its officers, employees, servants, agents, successors or assigns.

**B.** The Authority does not, and shall not, waive any rights that it may have against the Contractor by reason of the acceptance by the Authority, or the deposit with the Authority, of any insurance policies or endorsements required pursuant to this Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claim, demand, damage, liability, loss, cost or expense described above.



**12. INSURANCE**

- A.** During the term of this Contract, the Contractor shall, at its own cost and expense, procure and maintain the following types of insurance:
  - i.** Statutory Workers' Compensation, as required by the California Labor Code, and Employer's Liability with limits not less than \$1,000,000; and
  - ii.** General Liability, including coverage for property damage and independent contractors, with limits not less than \$1,000,000 per occurrence; and
  - iii.** Motor Vehicle Liability, for owned and not-owned vehicles, with limits not less than \$500,000 per occurrence.
  - iv.** Professional liability insurance with limits not less than \$1,000,000.
- B.** Prior to the commencement of work, the Contractor shall furnish the Authority with insurance endorsements, evidencing the above insurance coverage and further indicating that the Contractor's policies have been endorsed to name the "Housing Authority of the City of Los Angeles" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide that "Contractor's policy is primary over any insurance carried by the Authority" and that "the policy will not be canceled or materially changed without thirty (30) days prior notice in writing" being given to the Authority.
- C.** All evidence of insurance coverage required to be submitted in accordance with this Paragraph 12 shall be delivered to the addressee for the Authority specified in Paragraph 29 of this Contract. The Authority shall make the final determination as to whether the documentation submitted by the Contractor conforms to the requirements of this Paragraph 12.
- D.** If any subcontractor(s) or independent contractor(s) is utilized by the Contractor for the purpose of carrying out portions of this Contract, said subcontractor(s) or independent contractor(s) shall also be required to comply with the insurance provisions set forth in this Paragraph 12 and the indemnification provisions set forth in Paragraph 11 of this Contract.

**13. CONFLICT OF INTEREST**

- A.** As contemplated by 24 CFR 85.36(b)(3), Contractor will adopt and maintain a written code of standards of conduct governing the performance of employees engaged in the award of administration of contracts, including without limitation standards that prohibit employees from using their positions

for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or gain.

**B.** As contemplated by 24 CFR 85.36(b)(3), Contractor covenants that no employee, officer, director, or agent of Contractor has participated or will participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved, including this Contract and any subcontracts. Such a conflict would arise when the employee, officer, director or agent, any member of his immediate family, his or her partner, or any organization which employs or is about to employ any of these persons has a financial or other interest in the firm selected for award (including a financial or other interest in the Contractor with respect to participation in the award of this Agreement). In addition, no officers, directors, employees or agents of Contractor will solicit or accept gratuities, favors or anything of monetary value from actual or potential contractors, suppliers, parties to subagreements, or persons who are otherwise in a position to benefit from the actions of any officer, director, employee, or agent.

**C.** As contemplated by 24 CFR 582.340(b), Contractor covenants that no person who is or was an employee, agent, consultant, officer, or official of Contractor who exercises or has exercised any functions or responsibilities with respect to activities assisted by a federal grant, or who is or was in a position to participate in a decision making process or gain inside information with regard to such activity, has obtained or will obtain a personal or financial interest or benefit from the activity, or had or will have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, including this Contract and any subcontracts, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.

**D.** Contractor warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

**E.** Participation by homeless individuals who also are participants in policy or decision making under the Shelter Plus Care Requirements does not constitute a conflict of interest.

**F.** As used in this section:

**i.** The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

ii. The term “financial or other interest” includes but is not limited to any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

G. Contractor will incorporate the foregoing paragraphs of this section into every agreement that its enters into in connection with this project and will substitute the term “Subcontractor” for the term “Contractor”.

H. The Contractor warrants that the Contractor has disclosed to the Authority:

i. The identity of the Contractor, any developer, builder, architect, management agent (and other participants), and the names of the officers and principal members, shareholders, investors, and other parties having a substantial interest in this Contract or in any proceeds or benefits arising from the Contract.

ii. Any possible conflict of interest by any of these parties that would be a violation of the Contract. The Contractor shall fully and promptly update such disclosures.

I. In the event of a change in either private interest or services under this Contract, any questions regarding possible conflicts of interests which may arise as a result of such change shall be brought to the immediate attention of the Los Angeles City Attorney. For the duration of this Contract, the Contractor shall refrain from undertaking any work for any individual, business, or legal entity in which direct conflict of interests regarding the services to be provided thereunder or herein may arise.

**14. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS**

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits arising from the Contract.

**15. LOBBYING CERTIFICATIONS**

The Contractor hereby assures and certifies that:

A. No Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any Federal

contract, grant, loan, or cooperative agreement.

**B.** If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit standard form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**C.** The Contractor shall require that the language of this certification be included in the award documents for all subawards of all tiers (including subcontracts, subgrants, under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification is subjected to a civil penalty of not less than \$10,000 and of not more than \$100,000 for each such failure.

## **16. ASSIGNMENT OR TRANSFER OF THE CONTRACT**

**A.** The Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the Authority. In addition, the Contractor shall not subcontract the services to be performed pursuant to this Contract without prior written approval of the Authority. The names and qualifications of subcontractors or others whom the Contractor intends to employ, other than those identified, shall be submitted to the Authority for prior written approval. A change in ownership in the Contractor, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

**B.** Where the Contractor requests the consent of the Authority for a transfer in any form, including any sale or assignment, of this Contract, the Authority will give its written consent to a transfer of the Contract pursuant to paragraph A of this section if the transferee agrees in writing to comply with all the terms of the Contract, and if the transferee is acceptable to the Authority. If the transfer constitutes a significant change, as defined by Section 582.405(a) of the Shelter Plus Care Program Regulations (24 CFR Part 582), HUD shall also approve the transfer, in writing. HUD's criteria for acceptance of the transferee must be no more restrictive than for initial acceptance of any application under the Program at the time of the Contractor's request.

**C.** If the Contractor is proposing to pledge the Contract as security for financing, the Contractor must submit the financing documents to the Authority for prior written approval. In determining the approvability of a pledge arrangement, the Authority shall review the documents submitted by the Contractor to ensure that the financing documents do not modify the Contract, and do not contain any requirements inconsistent with the Contract. Any pledge of the Contract shall be limited to amounts payable under the Contract in accordance with the terms of the Contract.

**17. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AFFIRMATIVE ACTION**

**A.** In the performance of work under this Contract, the Contractor and its subcontractors, if any, must not in the selection of Participants, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, national origin, familial status, or handicap.

**B.** The Contractor must comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, as amended, and any related rules and regulations.

**C.** The Contractor must comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (the Act); the HUD regulations issued thereunder, 24 CFR, Subtitle A, Part 1; the HUD requirements pursuant to these regulations; and Executive Order 11063, to the end that, in accordance with the Act, the HUD requirements, and Executive Order 11063, no person in the United States may, on the grounds of race, color, creed, religion, or national origin, be excluded from participation in, or denied the benefits of, the Shelter Plus Care Program, or be otherwise subject to discrimination. This provision is included pursuant to the regulations of HUD, 24 CFR, Subtitle A, Part 1, issued under Title VI of the Civil Rights Act of 1964, and the HUD requirements pursuant to the regulations. The obligation of the Contractor to comply therewith inures to the benefit of the United States of America, HUD, and the Authority, any of which are entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Contractor.

**D.** In accordance with regulations issued by HUD pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (24 CFR Part 8), the Contractor must not discriminate against any otherwise qualified individual with handicaps.

**E.** In carrying out the obligations under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. Such action includes, but is not limited to the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

The Contractor agrees to post on conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, sex, age, sexual preference, or physical handicap. The Contractor will incorporate the foregoing requirements of this subparagraph E.i. and E.ii. in all contracts for project work, except contracts for standard commercial supplies or raw materials, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for project work.

**18. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS**

The Authority and the Contractor must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

**19. MINORITY/WOMEN'S BUSINESS ENTERPRISE; OTHER FEDERAL REQUIREMENTS**

**A.** The Contractor shall make a good-faith effort to comply with the minority business enterprise ("MBE") and women's business enterprise ("WBE") levels of participation established by the Authority. It is the policy of the Authority that minority business enterprises as specified in 24 CFR 85.36 (49 CFR 23) shall have maximum opportunity to participate in the performance of this Contract. The Contractor agrees to assist the Authority in meeting its anticipated levels of participation by conducting outreach to MBEs and WBEs to ensure that these businesses have the maximum opportunity to compete for, and perform in, the Contract.

**B.** The Contractor must comply with and is subject to the requirements of the following, where applicable:

- i.** Executive Orders 12432, Minority Business Enterprise Development, and 12138, Creating a National Women's Business Enterprise Policy.
- ii.** Executive Order 11625, Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprises.
- iii.** 24 CFR Part 24, Participation, Debarment, Suspension, and Limited Denial of Participation.

**20. DOCUMENTS**

At the time of either termination of this Contract or conclusion of all work, all original documents, designs, drawings, reports, logos, diskettes, computer files, notes and other related materials whether prepared by the Contractor or subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Contract shall become the sole property of the Authority.

**21. LICENSES AND PERMITS**

The Contractor warrants that it has all necessary licenses and permits for the work to be performed under this Contract. The Contractor represents that it will immediately obtain or has obtained and presently holds a valid Business Tax Registration Certificate(s) as required by the Los Angeles Municipal Code, Article 1, Chapter 2, Sections 21.00 et. seq. The Contractor shall maintain, or obtain as necessary, any or all such certificate(s) and shall show proof of such certificate(s) to the Authority prior to the commencement of the Contract.

**22. INTERPRETATION**

Should interpretation of this Contract or any portion thereof be necessary, it is deemed that this Contract was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared the Contract or caused it to be prepared. The captions and headings of the various articles and paragraphs of this Contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective articles and paragraphs hereof.

**23. WAIVER**

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

**24. WARRANTY OF CONTRACTOR**

**A.** The Contractor warrants that it is free to enter into this Contract and is not subject to any obligation or disability which will or might prevent or interfere in fully keeping and performing all of the conditions to be kept and performed under this Contract.

**B.** The Contractor further warrants that it has not paid anyone for the purpose of entering into this Contract, and that entering into this Contract and performing the Services hereunder will not constitute a conflict of interest.

C. The Contractor further warrants that neither it, nor its agents or representatives, has offered or given gratuities in the form of entertainment, gifts, favors or other items or services of value to any officer or employee of the Authority with a view toward securing: (i) award of this Contract, (ii) amendment of the Contract after award, (iii) favorable treatment of the Contractor by the Authority in the administration of the Contract or in the making of any determination with respect to the Contractor's performance of its obligations under the Contract.

**25. ATTORNEY FEES**

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to this Contract or as a result of any alleged breach of any provision of this Contract, each party shall bear its own costs and expenses, including attorneys' fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

**26. DISPUTES**

This Contract is made, entered into and executed in Los Angeles County, California, and any action filed in any court for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California. Pending the final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under this Contract and in accordance with the Authority's instructions.

**27. AUDIT AND INSPECTION OF RECORDS**

A. The Contractor shall furnish any information pertinent to this Contract as may reasonably be required from time to time by the Authority or HUD.

B. After receipt of reasonable notice and during the regular business hours of the Contractor, the Contractor shall provide the Authority or HUD, or agents of either, such access to the Contractor's records and facilities as the Authority or HUD deems necessary to examine, audit, inspect, excerpt, photocopy or transcribe the Contractor's records relative to work performed under this Contract. Accounting and financial records shall be maintained in accordance with generally accepted accounting principles. All records shall be maintained and access shall be provided to the Authority during the entire term of this Contract and for three (3) years after final payment by the Authority hereunder, unless the Authority gives written permission to the Contractor to dispose of said records prior to this time.



**28. FORCE MAJEURE**

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**29. NOTICES**

**A.** Any notices to be given pursuant to this Contract shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

To: **Attn: Assistant Section 8 Director  
Housing Authority, City of Los Angeles  
2500 Wilshire Boulevard, Penthouse  
Los Angeles, CA 90057**

To: **Attn: President / CEO  
SPONSORS NAME  
Address  
Los Angeles, CA 90005**

**B.** Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

**30. FAITH-BASED ACTIVITIES**

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Shelter Plus Care program. However, a contractor that participates in a Shelter Plus Care funded program will comply with the following provisions if it is deemed to be a religious or faith-based organization.

**A.** Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contract.

If Contractor conducts such activities, the activities must be offered separately, in time or location, from the program or services funded under this contract, and participation must be voluntary for the beneficiaries of the Shelter Plus Care-funded programs or services

**B.** A religious or faith-based contractor will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Shelter Plus Care funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

A religious or faith-based contractor may use space in their facilities to provide Shelter Plus Care funded services, without removing religious art, icons, scriptures, or other religious symbols.

A religious or faith-based contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

**C.** A religious or faith-based contractor will not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**31. ORDER OF PRECEDENCE - SHELTER PLUS CARE REQUIREMENTS**

Except as specifically provided elsewhere in this Contract, conflicting provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract; (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference. In the event of any conflict between this Contract and the Shelter Plus Care Requirements, the Shelter Plus Care Requirements shall prevail.

**32. APPROVAL BY FUNDING SOURCE**

If funding for this Contract is provided by the Federal Government, the State of California or other external source, approval of the Contract by the funding source may be required. If so, this Contract shall not be effective until such approval has been secured. If approval by the external funding source is denied, the Contract shall not become effective and neither the Authority nor the Contractor shall be further obligated to the other, and any costs incurred by the Contractor shall be

considered pre-contractual as defined in the procurement solicitation to which the Contractor responded.

**33. COMPLIANCE WITH LOCAL STATE AND FEDERAL STATUTES AND REGULATIONS**

- A. Contractor, in performance of this Contract, warrants and certifies that it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of Los Angeles and the City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, or termination of this Contract or any of the remedies provided for herein. Contractor further warrants and certifies that it will comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Contract.
- B. Contractor warrants that it will comply with all applicable requirements of State, Federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Contract. Contractor will comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Contract.

**34. EFFECT OF LEGAL JUDGMENT**

Should any covenant, condition or provision of this Contract be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision will not in any way affect any other covenant, condition or provision of this Contract.

**35. ENTIRE AGREEMENT**

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

**IN WITNESS WHEREOF**, the Authority and the Contractor have executed this Contract on the day and year first above written.

**Approved as to form:**  
**ROCKARD J. DELGADILLO**  
City Attorney

**HOUSING AUTHORITY OF THE  
CITY OF LOS ANGELES**

By \_\_\_\_\_  
H. HELEN YUN  
Deputy City Attorney

By \_\_\_\_\_  
Rudolf C. Montiel  
President & CEO

Date \_\_\_\_\_

Date \_\_\_\_\_

General Counsel for the Housing Authority  
of the City of Los Angeles

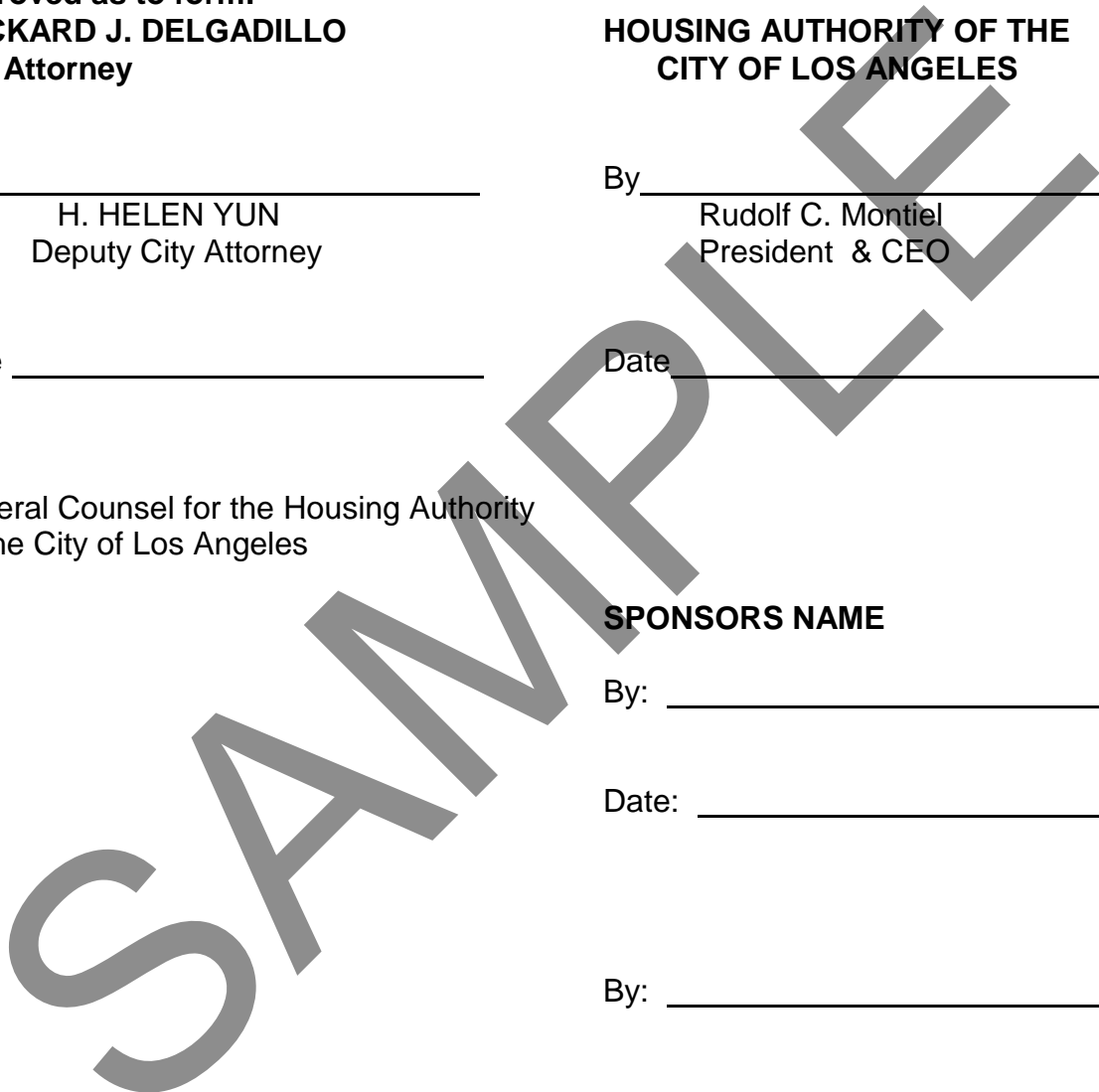
**SPONSORS NAME**

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



**LIST OF EXHIBITS**

**Exhibit**

- A Contractor's Proposal to the Authority**
- B Grant Agreement**

SAMPLE