

CITY OF REDONDO BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE FUNDING AGREEMENT

Contractor: SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER DBA
HOUSING RIGHTS CENTER

Project Title: THE FAIR HOUSING PROGRAM

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**AGREEMENT
BETWEEN
THE CITY OF REDONDO BEACH
AND
SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
DBA HOUSING RIGHTS CENTER
RELATING TO
REDONDO BEACH FAIR HOUSING PROGRAM**

THIS AGREEMENT (“Agreement”) is entered into between the City of Redondo Beach, a chartered municipal corporation (“City”) and the Southern California Housing Rights Center, a California nonprofit corporation dba Housing Rights Center (“Contractor”), with reference to the following: Redondo Beach Fair Housing Program.

WITNESSETH

WHEREAS, the City has entered into a Grant Agreement with the United States Department of Housing and Urban Development, hereinafter called the Grantor, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, to address the community development needs of the City;

WHEREAS, the City has received the Community Development Block Grant (“CDBG”) from the Grantor to administer City programs as described in the City’s Grant Agreement with the Grantor (“Agreement”);

WHEREAS, the City Community Services Department has been designated by the City to provide for proper planning, coordination and administration of these programs;

WHEREAS, the City Community Services Department cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out these programs;

WHEREAS, the project which is the subject of this Agreement has been established by the City as one of the above described programs, and has been approved by the City Council and the Mayor of the City of Redondo Beach; and

WHEREAS, the City wishes to engage the Contractor to provide the services described herein to carry out this project.

NOW, THEREFORE, the City and the Contractor agree as follows:

AGREEMENT

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

101. Parties to the Agreement

The parties to this Agreement are:

1. The City of Redondo Beach, a Chartered Municipal Corporation, having its principal office at 415 Diamond Street, Redondo Beach, California 90277.
2. Southern California Housing Rights Center dba Housing Rights Center, a nonprofit institution incorporated under the laws of the State of California, having its principal offices at 3255 Wilshire Blvd., Suite 1150, Los Angeles, California 90010.

102. Representatives of the Parties and Service of Notices

The representatives of the respective parties to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City shall be, unless otherwise stated in the Agreement:
Cameron Harding, Community Service Director
Community Services Department
1922 Artesia Blvd.
Redondo Beach, California 90278
2. The Administrative representative of the Contractor shall be:
Chancela Al-Mansour, Executive Director
Housing Rights Center
3255 Wilshire Blvd., Suite 1150
Los Angeles, California 90010
3. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail. Notice by mail shall be deemed communicated as of the date of mailing.

103. Time of Performance

The term of this Agreement shall commence on July 1, 2023 and end June 30, 2024, which is subject to the provisions of sections 301, 302, and 701 herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in section 601.

104. Option to Renew

City is hereby granted an option to renew this Agreement subject to the same terms and conditions for an additional one-year period commencing after

expiration of the term of this Agreement. This option shall be exercised upon City providing written notice to Contractor not less than 15 days prior to the expiration of the term of this Agreement.

105. Conditions Precedent

A. Prior to the execution of this agreement, the parties have cooperated in the preparation of the following:

1. Program Budget. A summary by cost category of the projected annual expenditures for approved CDBG-funded items and salaries. Budgets described herein shall be adhered to unless modified and approved in writing as provided by section 606 of this Agreement. The Program Budget is attached hereto as Exhibit I, and by this reference incorporated herein.
2. Job Descriptions. A compilation of individual job descriptions for all CDBG-funded personnel, attached hereto as Exhibit II, and by this reference incorporated herein.

B. Prior to the execution of this Agreement, the Contractor shall provide the City with copies of the following documents:

1. Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.
2. Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.
3. Resolutions or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents.

ARTICLE II

DUTIES AND POWERS OF THE CONTRACTOR

201. Services to be Provided by the Contractor

A. Client Eligibility

1. During the term of this agreement, at least one percent (1%) of the total persons served by the Housing Rights Center Fair Housing Program shall reside in the City.
2. Fifty-one percent (51%) of the total persons served under this Agreement shall meet the low and moderate income guidelines as determined by the U.S. Department of Housing and Urban Development, as described in Exhibit III, attached hereto and by this reference incorporated herein.

3. The Contractor shall document income and residency for CDBG-funded outpatient clients as provided in Exhibit IV, attached hereto and by this reference incorporated herein. Income documentation is not required for shelter clients.
4. The Contractor shall submit a "Monthly Summary Sheet," as provided in Exhibit V, attached hereto and by this reference incorporated herein, with each request for payment. The City in its sole discretion, may withhold payment if Contractor does not submit the "Monthly Summary Sheet."

B. Services to be Provided

Contractor shall provide fair housing services to City residents. Ensure general services shall include provision of expertise to the City in all areas of housing discrimination; provision of information, counseling, and resolution of disputes for housing discrimination complaints; and provision of fair housing and landlord/tenant outreach and counseling services. Ensure specific services shall include the following:

1. Housing Discrimination

a. Rental:

- i. Respond to all housing discrimination complaints received by either the City or the Contractor within twenty-four (24) hours of receipt of the complaint. Should the 24 hours expire on a non-business day, Contractor shall respond on the following business day. Contractor shall also conduct a telephone test or site visit to determine if a vacancy still exists. If Contractor determines it to be appropriate, Contractor shall send testers to the site as soon as appropriate to the circumstances and if possible within seventy-two (72) hours of the complaint.
- ii. Conduct a retest at its discretion and judgment if there is evidence of discrimination.
- iv. Initiate and complete an investigation of the complaint. If evidence of discrimination is found, Contractor has access to property owner databases and shall investigate discrimination at other buildings owned by the same property owner.
- v. Ensure client options include, but are not limited to:
 - (a.) Negotiation with the landlord;
 - (b.) Use of a demand letter stating that the Contractor received a complaint, has reason to believe discrimination is occurring, and will advise on current rules and procedures on fair housing laws.

- (c.) Use of a temporary restraining order;
- (d.) Formal litigation. Contractor may utilize other law firms as co-counsel as necessary.
- (e.) Referral of the complaint to the State of California, Department of Fair Employment and Housing (“DFEH”) and Department of Housing and Urban Development (“HUD”) for resolution. Contractor shall keep these referrals to a minimum.

b. Home Purchase:

- i. Respond to all housing discrimination complaints from City residents, and potential City residents, received by the Contractor within twenty-four (24) hours of receipt of the complaint. Should the 24 hours period expire on a non-business day, Contractor shall respond by the following business day. Make a telephone test or site visit to determine if a house is still for sale. If Contractor determines it to be appropriate, send testers to the site. Ensure testers pose as potential homebuyers to perform pre-application testing. Ensure one tester will match the profile of the complainant and the other will be the control tester.
- ii. Initiate and complete an investigation of the complaint.
- iii. Conduct a retest at its discretion and judgment if there is evidence of discrimination.
- iv. Client options shall include, but are not limited to:
 - (a.) Negotiation with the realtor, seller, or lending institution as appropriate;
 - (b.) Use of a temporary restraining order;
 - (c.) Formal litigation. Contractor may utilize other law firms as co-counsel as necessary.
 - (d.) Referral of the complaint to the State of California, DFEH and HUD for resolution.
- v. Contractor shall investigate complaints of possible fair housing violations, brought by persons seeking to purchase a home in the City.

2. Fair Housing and Landlord/Tenant Outreach and Counseling Services
 - a. Contractor shall assist residents and City landlords who have questions regarding landlord/tenant related issues by telephone and/or in person.
 - b. Contractor shall perform one landlord/tenant workshop to discuss fair housing and discrimination laws and State of California civil codes as they pertain to renting, including but not limited to, familial and ADA issues (approximately four hours).
 - c. Contractor shall provide one (1) additional presentations/workshops to realtors, lending institutions, and prospective homebuyers.
 - i. Provide one presentation/educational workshop for Redondo Beach/South Bay area banks, savings and loans, and credit unions. Contractor shall include information about fair housing lending and the Community Reinvestment Act with emphasis on improving access to financing for all ethnic groups and low-and moderate-income persons.
 - ii. Provide one presentation/educational workshop to realtors, brokers, and prospective homebuyers in the Redondo Beach/South Bay area.
 - d. Advertising of the annual landlord/tenant workshop shall be done by the City. However, should Contractor want to create and distribute flyers or other materials for the annual landlord/tenant workshop, Contractor shall first submit a draft of the flyer to the City for approval.
 - e. Ensure that ads and flyers for the two additional presentations/workshops for lending institutions and realtors/homebuyers shall indicate that presentations/workshops are sponsored by the City.
 - f. Prepare and issue public service announcements regarding fair housing in the City and provide the City with copies; at least four public service announcements per year to local media.
 - g. Develop and deliver various Public Service announcements quarterly with airings on the City's cable public access station and at least one radio station which services the area of the City. Develop and deliver one substantive media event for the annual fair housing month either through local newspapers, cable public access, or radio stations.

- h. Distribute fair housing newsletters to various City public agencies and businesses, public library, and City Hall-City Clerk's Office. Provide the City with copies of all newsletters issued.
- i. Develop and deliver an outreach public education and awareness campaign, to include the preparation and distribution of fair housing brochures, to twelve (12) social service organizations and five (5) local senior apartment buildings on fair housing themes.
- j. Be available to City staff, as needed, to answer occasional fair housing law questions.
- k. Monitor real estate newspaper advertising to determine whether any printed ads contain questionable language of a discriminatory nature. Contractor shall provide follow-up contact with newspaper, owners, managers, and real estate offices as appropriate; and submit an *annual report* to the City. The report shall contain findings of said monitoring. If there are no findings, the report shall contain information about the newspaper advertising that was monitored.
- l. Conduct an assessment regarding any updated information on the Communications Decency Act (Title V of the Telecommunications Act of 1996).

C. Intended Beneficiaries

- 1. Contractor shall serve persons experiencing signs of discrimination because of their race, age, religion, national origin, marital or familial status, physical or mental disability, other legally protected characteristics, sex or any arbitrary reason in renting, leasing, and purchasing housing of their choice within the City.

D. Services Reporting

- 1. Provide monthly reports to the City on each discrimination complaint, including the first name and last initial of the complainant and actions taken. Provide monthly short narrative reports on all outreach activities and statistics. Include copies of all correspondence, bulletins and announcements pertaining to this Agreement.

ARTICLE III

DUTIES OF THE CITY

301. Compensation

- A. The City shall pay to the Contractor an amount not to exceed \$20,000 for complete and satisfactory performance of the terms of this Agreement; for the period July 1, 2023 through June 30, 2024 only; subject to the provisions of sections 302 and 605 of this Agreement.

- B. Funding for the periods set forth by the foregoing Subsection A is subject to change in accordance with the availability of Grant funds provided to the City by the Grantor. The City reserves the right to change the amount of Compensation set forth herein accordingly.
- C. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.

302. Funding of the Agreement

Notwithstanding the provision of section 103, Time of Performance, concerning the term of the Agreement, funding shall be provided according to the following provision:

Funding for the period July 1, 2023 through June 30, 2024 shall be as set forth by section 301, Compensation herein and is subject to changes set forth by the foregoing subsection 301.C.

ARTICLE IV

METHOD AND TIME OF PAYMENT

401. Payment to the Contractor

- A. The Contractor shall be reimbursed for all expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement.
- B. Unless other arrangements are made, the City will issue reimbursement checks within 45 days of City's receipt of Contractor's "Public Service Agency Expenditure Report" (Exhibit VI) and the "Monthly Summary Sheet" (Exhibit V), which shall detail clients served to-date under this Agreement.

402. Withheld Payments

- A. Unearned payments under this Agreement may be suspended or terminated if grant funds to the City are suspended or terminated, or if the Contractor refuses to accept additional conditions imposed on it by the Grantor or the City.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain

the amount of the disallowance or indebtedness from the amount of the withheld funds.

- C. Payments to the Contractor may be withheld by the City if the Contractor fails to comply with the provisions of this Agreement.

403. Receipt, Use, and Accountability of Other Than Budgeted Funds

The Contractor agrees that income funds realized as a result of activities which are funded by this Agreement shall be reported in writing to the City along with the Contractor's monthly reports. The Contractor further agrees that all such income funds shall: (1) be the property of the City; (2) be used solely to offset the operating expenses of the activities funded by this Agreement; and (3) be subject to all of the provisions of this Agreement.

404. Utilization of Funds

Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.

ARTICLE V

REPORTS, RECORDS AND AUDITS

501. Reporting Requirement

- A. At such times and in such forms as the City may require, Contractor shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.
- B. On or before the fifteenth day of each month, the Contractor shall submit to the City a Public Service Agency Expenditure Report, including copies of invoices. A copy of the "Public Service Agency Expenditure Report" form is attached hereto as Exhibit VI, and by this reference incorporated herein.

502. Maintenance of Records

- A. Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and all other pending matters are closed. "Pending matters" include, but are not limited to, audit, litigation, or other actions involving records. The City may, at its discretion, take possession and retain said records.
- B. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within the Los Angeles Area unless authorization to remove them is granted in writing by the City.

503. Audits and Inspections

- A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or the City may deem necessary, the Contractor shall make available to the City for examination, all of its records with respect to all matters covered by this Agreement. The City and the U.S. Comptroller General shall have the authority to audit, examine and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
1. The City shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the City, the City reserves the rights to withhold any or all of its funding to the Contractor until such time as they do meet these standards.
 2. The City shall have the authority to examine all forms and documents used, including, but not limited to, client files, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the Contractor. It further reserves the right to require that personnel forms and documents be pre-numbered and kept under accounting control.
 3. The City may require the Contractor to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.
 4. The City reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted. Such sites may include the home office, any branch office or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Agreement.
 5. The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler system, etc., to safeguard property and/or equipment authorized by this Agreement.
 6. Subject to the discretion of the City, certain authorized members of the City shall have the right to be present at any and all of the Contractor staff meetings, Board of Directors meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.

- B. When a fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs. The City shall determine any amount to be paid to the Contractor during the period of audit.

504. Accounting Practices

- A. The Contractor shall maintain a system of internal control in accordance with accepted accounting practices as approved by the City. Internal control comprises the plan or organization and all of the coordinate methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency and assure adherence to prescribed management policies.

505. Documentation of Expenditures

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.

ARTICLE VI

GENERAL TERMS AND CONDITIONS

601. Indemnification and Insurance Requirements

A. Indemnification

To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful

misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

1. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
2. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

B. Insurance

Contractor shall comply with the requirements set forth in Exhibit VII. Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

602. Prohibition Against Assignment

- A. The Contractor shall not assign this Agreement, nor assign or transfer any interest or obligation in this Agreement (whether by assignment or novation) without prior written consent of the City, which may be withheld in the City's sole discretion.
- B. The Contractor shall not enter into any agreement with any other party under which such other party shall become the recipient of claims due or to become due to the Contractor from the City without prior written consent of the City, which may be withheld in the City's sole discretion.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

603. Limitation of Expenditures

- A. The Contractor shall not expend funds provided under this Agreement subsequent to the Agreement suspension or termination in accordance with sections 702 and 703 of this Agreement.
- B. Expenditures shall be made in conformance with the Program Budget (Exhibit I).
- C. Expenditures shall be made in compliance with Office of Management and Budget Circulars (OMB) A-110 and A-122.
- D. Expenditures shall be in direct support of the project which is the subject of this Agreement. The Contractor shall notify the City in writing of any expenditures for items jointly used for any other projects(s) and the expenditures shall be apportioned according to the percentage of direct use for this project.
- E. Budget changes shall have the prior written approval of the City. Unauthorized expenditures may result in withheld payments.

604. Limitation of Corporate Acts

The Contractor shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under section 301 herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing. The Contractor shall notify the City immediately in writing of any change in the Contractor's corporate name.

605. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor is in non-compliance with any contractual obligations, the City shall take appropriate action as provided by section 701 of this Agreement.
- B. In the event that CDBG funds to the City are reduced, suspended or terminated by the U.S. Department of Housing and Urban Development, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

606. Amendment(s) to this Agreement

Either party may request an Amendment to this Agreement. Amendments to this Agreement must be in writing and properly executed by both parties and approved by the City Council.

607. Compliance with Statutes and Regulations

- A. The Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation laws and regulations pertaining to labor, wages, hours and other conditions of employment, and the City's Affirmative Action Plan.
- B. Examples of applicable statutes, rules, or regulations include, but are not limited to the following:
1. Office of Management and Budget (OMB) Circular A-110, Uniform Administration Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;
 2. Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations;
 3. Copeland "Anti-Kickback" Act (18 USC 874) (39 CFR, Part 3);
 4. Contract Work Hours and Safety Standards Act (40 USC 327-330) (29 CFR, Part 5);
 5. Clean Air Act, as amended (42 USC 1857, et seq.);
 6. Federal Pollution Control Act, as amended (33 USC 1251, et seq.);
 7. Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and implementing regulations;
 8. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 USC 2000e), and implementing regulations;
 9. Section 3 of the Housing and Urban Development Act of 1968, as amended; and the implementing regulations at 24 CFR Part 135;
 10. Section 503, Affirmative Action for Handicapped Workers (\$2,500+);
 11. Section 402, Affirmative Action for Vietnam Era Veterans (\$10,000+);
 12. The Age Discrimination Act of 1975, as amended, 42 USC 6101, et seq.) and implementing regulations;

13. Executive Order 11246, Non-Discrimination;
14. 24 CFR part 85, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
15. The assurances made by the City to the U.S. Department of Housing and Urban Development in its application for funds under Title I of the Housing and Community Development Act of 1974, as amended; and
16. The Grant Agreement between the City and the U.S. Department of Housing and Urban Development which is subject to Title I of the Housing and Community Development Act of 1974, as amended, including its General Terms and Conditions, which are hereby incorporated by reference (Provisions therein include "Section 3" compliance, Flood Disaster Protection, Equal Employment Opportunity, Lead-Based paint Hazards, Compliance with Air and Water Acts, Nondiscrimination).

- C. Religious organizations must comply with the following conditions:
1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

608. Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Contractor.
- B. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

609. Independent Contractor

- A. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor understands and agrees that all persons furnishing services to City pursuant to this

Agreement shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

B. Contractor shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

610. Attorney's Fees

In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

611. Nondiscrimination Provision

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, creed, color, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

612. Program Income

Any program income directly generated from total or partial use of City Community Development Block Grant funds shall be expended exclusively on the activities outlined in this Agreement. All terms of this Agreement shall apply to such expenditures.

613. Reversion of Assets

Upon expiration of this Agreement, Contractor shall transfer to the City any City granted CDBG funds on hand, and any accounts receivable attributable to the use of City granted CDBG funds

614. Anti-Lobbying

Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

Contractor certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence

an officer or employee of any Federal 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

615. Conflict of Interest

Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

616. Non-Liability of Officials and Employees of the City

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

617. Conflicting Provisions

In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

618. Non-Exclusivity

Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to provide funding to other contractors in connection with the project.

619. Confidentiality

To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

620. Third Parties

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

621. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

622. Claims

Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

623. Interpretation

Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

624. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

625. Authority

City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

ARTICLE VII

DEFAULTS, SUSPENSION AND TERMINATION

701. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Suspend the Contractual Agreement in accordance with section 702; and
4. Terminate the Agreement in accordance with section 703.

702. Suspension

- A. The City, by giving written notice, may suspend all or part of the project operations for failure of the Contractor to comply with the terms and conditions of this Agreement.
- B. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Failure to take necessary corrective actions will result in withheld funds. The City shall have final authority to determine whether or not Contractor is in full compliance.
- E. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with section 601.B. Performance shall not resume without the prior written approval of City.

703. Termination

- A. The parties agree that at any time during the term of the Agreement the City may terminate this Agreement or any part hereof upon giving the Contractor at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event the Contractor goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The foregoing Subsections B, C and D shall also apply if the Agreement terminates upon the date specified in section 103 or upon contractor's completion of performance.

ARTICLE VIII

ENTIRE AGREEMENT

801 Complete Agreement

This Agreement contains the full and complete Agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

802 Number of Pages and Attachments

This Agreement includes 21 pages and seven exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5th day of December, 2023.

CITY OF REDONDO BEACH,
a chartered municipal corporation

SOUTHERN CALIFORNIA HOUSING
RIGHTS CENTER, a California nonprofit
corporation dba Housing Rights Center

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT I

**PROGRAM BUDGET
JULY 1, 2023 - JUNE 30, 2024**

Agency Name: Southern California Housing Rights Center dba Housing Rights Center

Program Title: The Fair Housing Program

<u>Cost Category</u>	<u>CDBG Share</u>	<u>Agency Share</u>	<u>Total Cost</u>
Personnel	\$17,300	\$2,838,044	\$2,855,344
Lease/Rent	\$1,100	\$242,545	\$243,645
Equipment	\$300	\$82,500	\$82,800
Supplies	\$130	\$52,138	\$52,268
Professional Services	\$300	\$75,200	\$75,500
Other*	\$870	\$178,532	\$179,402
Total	\$20,000	\$3,468,959	\$3,488,959

Please indicate whether you will bill on a monthly X or quarterly _____ basis.

*Testing & Training	\$100
Travel & Mileage	\$150
Telephone	\$230
Insurance	\$100
Public Information	\$85
Postage	\$30
Miscellaneous	\$175
	\$870

EXHIBIT II
JOB DESCRIPTIONS

See attached specifications.

Housing Rights Center
Summary of Staff Responsibilities
2023

Executive Director

- Responsible for the oversight of the day-to-day administration of HRC's programs, activities, and financial operations.
- Provide ongoing supervision, coordination, and evaluation of all staff activities.
- Provide oversight for the administration of contractual obligations and requirements.
- Responsible for fiscal planning and management.
- Explore and develop new funding sources and programs.
- Develop and maintain liaison with community groups and governmental agencies.
- Report quarterly to the Board of Directors and act as liaison for the agency.
- Assist the Board with fundraising activities.
- Develop programs for staff to further strategic plan and staff professional development.
- Oversee staff recruitment and hiring.

Deputy Director and Eviction Defense Director

- Assist the Executive Director in policy and program management.
- Perform written and oral performance evaluations of supervised staff.
- Work with management team to oversee office operations and ensure labor law compliance.
- Maintain high level of knowledge of fair housing and related housing laws in order to conduct housing workshops, seminars, and training sessions for the public and city staff.
- Attend meetings, conferences, and other events relevant to fair housing and tenant issues.
- Prepare statistical and narrative program reports.
- Provide articles for in-house and community news publications.
- Meet with city officials or program officers regarding HRC's programs.
- Assist in the development of training, programs and materials for new and existing staff.

Fiscal Director

- Work closely with ED to supervise and manage all financial, accounting, and money management activities for the agency and supervise Senior Accountant.
- Responsible for development, administration and reporting of the financial systems for HRC, including: budgets, payroll, accounts payable/receivable and financial statements/reports, on a monthly basis.
- Responsible for monthly distribution of financial statements and other fiscal information to the ED and Board of Directors.
- Responsible for accounts receivable and payable functions.
- In collaboration with ED, responsible for creating and monitoring budgets vs. actuals as well as entry and maintenance of all related accounting functions.
- Prepare quarterly payroll tax returns and annual non-profit tax returns.
- Prepare budget and submit budget modifications at year-end and as needed.
- Open and close general ledger at year beginning and end.
- Responsible for monthly reconciliation and variance analysis of cash books to budget.
- Maintain accrual-based books.
- Reconcile bank accounts.
- Assist with audit reviews by outside agencies.
- Perform various projects and analysis as required.

Programs Manager

- Assist with the oversight of CDBG and FHIP grant compliance.
- Assist in the preparation of program and fiscal reporting.
- Serve as customer relations with funding sources.
- Make deposits as needed.
- Assist the Executive Director and other executive staff as required.
- Prepare back-up documentation for monthly invoices.

Rental Assistance Programs Program Director

- Supervise staff of three to evaluate rental assistance applications and pay rental and utility assistance for extremely low- to low- income tenants to prevent homelessness.

Office Manager

- Assist the Executive Director and other executive staff as required.
- Assist with preparation of grant proposals.
- Oversight of benefits programs, including enrollment and renewals.
- Register and terminate staff from health insurance programs, including preparation of COBRA documentation.
- Prepare and maintain personnel files, and separate medical files and retirement benefit plan files.
- Conduct "exit" interviews for terminated employees and report to Executive Director regarding same.
- Coordinate and conduct orientation program for new staff.
- Work as a member of the management team to oversee office productivity.
- Coordinate monthly staff and management team meetings.
- Set up and maintain city/county billing files, vendor files, tax files, and other accounting files as necessary.
- Maintain and update inventory of office equipment and furnishings.
- Maintain and monitor office supplies.
- Collect bids for equipment purchases, leases, and service contracts.

Litigation Director

- Develop and implement a litigation program for HRC.
- Conciliate, mediate, and litigate housing discrimination cases and complaints as appropriate.
- Work with the Litigation Committee of the Board of Directors and Executive Director in the development of appropriate litigation and the implementation of projects, goals and priorities.
- Represent HRC and clients in municipal, state, federal and appellate fair housing claims.
- Supervise and coordinate the casework of staff attorneys and support staff, including reviewing and evaluating case strategy, conducting case reviews, and making case assignments.
- Work as a member of the management team to oversee office productivity.
- Conduct in-house staff training sessions on new developments in relevant law and procedure.
- Represent HRC at meetings and conferences relevant to fair housing issues.
- Conduct fair housing presentations for the general public.
- Research and draft articles on fair housing and related issues for in-house and community news publications.
- Develop training and information materials for in-house and public training sessions.
- Act as a legal resource for HRC Investigations and Counseling Departments.

Staff Attorneys

Litigation

Eviction Defense

- Conciliate, mediate, and litigate housing discrimination cases and complaints as appropriate.
- Represent HRC and clients in municipal, state, federal and appellate fair housing claims under the supervision of the Directing Attorney.
- Conduct in-house staff training sessions on new developments in relevant law and procedure.
- Represent HRC at meetings and conferences relevant to fair housing issues.
- Conduct fair housing presentations for the general public.
- Research and draft articles on fair housing and related issues for in-house and community news publications.
- Meet with city officials or program officers regarding program issues with HRC.
- Maintain status reports on cases and meet regularly with the Litigation Director.
- Act as a legal resource for HRC Investigations and Counseling Departments.
- Develop training and information materials for in-house and public training sessions.

Paralegal/Investigator/Case Manager

- Provide assistance as appropriate to the legal department as it works to conciliate, mediate, and litigate housing discrimination cases and complaints.
- Represent HRC at meetings and conferences relevant to fair housing issues.
- Conduct fair housing presentations for the public and/or non-profits and city staff and partners.
- Research fair housing legal issues.
- Assist in the drafting of articles on fair housing and related issues for in-house and community news publications.
- Maintain status reports on cases and meet regularly with the Litigation Director and Staff Attorney(s).
- Work with the Litigation Department in acting as a legal resource for HRC.
- Develop training and information materials for in-house and public training sessions.
- Work closely with the Litigation Department to establish an investigation plan for discrimination complaints.
- Coordinate the analysis and investigation of housing discrimination complaints which includes:
 - coordinate surveys,
 - take witness statements,
 - compile accurate and complete case files, and
 - counsel clients through the complaint process.
- Coordinate resolution of discrimination complaints, through conciliation and litigation support.
- Provide Spanish language translation for the Litigation Department.
- Stay aware of changes and developments in both State and Federal fair housing laws.
- Maintain client confidentiality.
- Assist with special projects and other duties as assigned.

Legal Secretary

- Type legal correspondence, petitions, briefs, pleadings, motions, and interrogatories.
- Prepare and process court documents for civil and administrative court filings.
- Review outgoing legal documents to ensure proper processing order and that correspondence is grammatically correct.
- Maintain a legal calendar/docket of court and administrative hearing dates for Legal Department.
- Maintain a follow-up system for legal matters in process.
- Categorize and index pleadings and motions for legal staff.
- Maintain records and filing system for Legal Department.
- Process incoming and outgoing mail for legal staff.
- Perform copying as needed.
- Perform other secretarial duties as assigned by Legal Department staff.

Director of Investigations

- Oversee Investigations Department.
- Train and act as direct supervisor to Case Analysts, interns, and workstudy students.
- Oversee complaint intake and investigation process that includes: the coordination of tests and surveys, the collection of witness statements, the compilation of accurate and complete case files, the counseling of clients through the complaint process, and the referral of cases for appropriate enforcement action.
- Coordinate resolution of discrimination complaints through conciliation and litigation support.
- Maintain discrimination case log.
- Assist Outreach Department with fair housing tester recruitment.
- Conduct tester training sessions.
- Work as a member of the HRC's Management team to oversee office productivity.
- Prepare accurate monthly and quarterly statistical and narrative program reports and documentation for all contracts.
- Responsible for compliance with contractual requirements and goals.

Case Analysts

- Work closely with the Director of Investigations to establish an investigation plan for all discrimination complaints.
- Coordinate the analysis and investigation of housing discrimination complaints which includes:
 - coordinate tests and surveys,
 - take witness statements,
 - compile accurate and complete case files, and
 - counsel clients through the complaint process.
- Coordinate resolution of discrimination complaints, through conciliation and litigation support.
- Assist Director of Investigations with tester training.
- Stay aware of changes and developments in both State and Federal fair housing laws.
- Responsible for compliance with contractual requirements and goals.
- Maintain client confidentiality.
- Assist with special projects and other duties as assigned.

Counseling Director

- Oversee Counseling Department, including the referral of discrimination inquiries to the Investigations Department.
- Train and act as direct supervisor to Housing Counselors, interns, and workstudy students.
- Oversee coordination of schedules of off-site office hours.
- Work as a member of the management team to oversee office productivity.
- Conduct in-house training sessions for staff on developments in relevant law.
- Conduct housing workshops, seminars, and training sessions for the public.
- Stay aware of changes and developments in both California Civil Code and applicable rent stabilization ordinances.
- Prepare accurate monthly and quarterly statistical and narrative program reports and documentation for all contracts.
- Provide articles for in-house and community news publications.
- Responsible for compliance with contractual requirements and goals.
- Develop training and information packets.
- Work as a member of the HRC's Management team to oversee office productivity.

Housing Counselors

- Counsel tenants and landlords regarding their rights and responsibilities under the relevant housing

- laws and ordinances.
- Screen all incoming calls for possible discrimination.
- Respond to client requests for information about the fair housing laws.
- Participate in education, outreach and fair housing training activities.
- Prepare administrative tasks for the Management Team as assigned.
- Assist with the preparation of statistical reports as needed.
- Assist with special projects and other duties as assigned.

Director of Outreach & Education

- Work closely with Executive Director in developing outreach projects targeted at individual contracts and community needs.
- Coordinate and implement daily, monthly and yearly outreach activities.
- Organize community workshops, informational booths, seminars and training sessions.
- Conduct multi-lingual presentations at community workshops, seminars, and training sessions.
- Maintain complete outreach program records.
- Produce annual agency newsletter.
- Improve existing fair housing outreach and education materials and develop new fair housing outreach and education materials.
- Work with Executive Director and Legal Department to identify and further legislative efforts in support of fair housing.
- Develop media contact list and find ways to increase the agency's visibility.
- Participate in coalition building efforts to further the agency's mission.
- Maintain all files regarding program reports and materials.
- Assist Executive Director with grant research, writing, and the development of fundraising programs.
- Work as member of management team to oversee office productivity.
- Recruit outreach program interns and volunteers.
- Prepare annual report and miscellaneous reports as assigned.
- Work as a member of the HRC's Management team to oversee office productivity.

Outreach Coordinators

- Work closely with Director of Outreach & Education to implement and coordinate daily, monthly, and yearly outreach activities.
- Organize community workshops, informational booths, seminars, and training sessions.
- Conduct multi-lingual presentations at community workshops, seminars, and training sessions.
- Maintain complete outreach program records.
- Assist with improving existing fair housing outreach and education materials and developing new fair housing outreach and education materials.
- Coordinate mailings of fair housing outreach and education materials.
- Participate in coalition building efforts to further agency's mission.
- Maintain all files regarding program reports and materials.
- Assist with the preparation of annual reports and miscellaneous reports.
- Assist with the production of the agency newsletter.
- Assist with program development and special projects as assigned.

EXHIBIT III

INCOME LEVEL GUIDELINES*

<u>NO. IN FAMILY</u>	<u>LOW INCOME</u>	<u>VERY LOW INCOME</u>	<u>EXTREMELY LOW INCOME</u>
1	70,650	44,150	26,500
2	80,750	50,450	30,300
3	90,850	56,750	34,100
4	109,900	63,050	37,850
5	109,000	68,100	40,900
6	117,050	73,150	43,950
7	125,150	78,200	46,950
8	133,200	83,250	50,560

*U.S. Department of Housing and Urban Development. Effective 5/15/2023. Income Level Guidelines includes gross income from all sources for all members in the household who are 18 years of age or older and not full-time students. Income from household members under 18 years of age who are more than half-time students is not included in gross income unless regular payment is received, such as child support, social security, or aid to dependent children.

EXHIBIT IV
CLIENT INTAKE SHEET

See attached document.

**Housing Rights Center
Walk-in Clinic/Office Client Intake Form**

Database Entry Initial: _____

Name: _____ Date: _____
 Address: _____ Home Phone: _____
 City: _____ Zip: _____ Alt. Phone: _____

Client Profile

Male _____	Client Type: _____	Homebuyer _____	LA Council Dist. _____	RSO: <input type="checkbox"/>
Female _____	_____	In-Place Tenant _____	Household Size: _____	GVT' SUB: <input type="checkbox"/>
Female H of H _____	_____	Manager _____	H/hold Income: \$ _____	
Senior _____	_____	Management Co. _____	Income Level: _____	
Disabled _____	_____	Other _____		
Gay/Lesbian/Bi _____	_____	Landlord _____		
	_____	Realtor _____		
	_____	Rental Homeseeker _____		

Type of Visit:	Referred By:	Ethnicity:
Telephone _____	_____ City _____	_____ Mexican/Chicano _____
Office _____	_____ Community Organization _____	_____ Puerto Rican _____
Email _____	_____ Friend _____	_____ Cuban _____
Letter _____	_____ Newsprint Media _____	_____ Other Hispanic/Latino _____
Walk-In Clinic _____	_____ Radio Media _____	_____ Not Hispanic/Latino _____
	_____ Television Media _____	
	_____ Other _____	
Language:	_____ Yellow Pages _____	Race: _____ American Indian/Alaska Native _____
English _____	_____ Return Visit _____	_____ Asian _____
Spanish _____	_____ LA Times _____	_____ Black/African American _____
Cantonese _____	_____ LA Weekly _____	_____ Nat. Hawaiian/Other Pacific Islander _____
Mandarin _____	_____ HRC Website _____	_____ White _____
Farsi _____		_____ Am. Ind/Alaska Native AND White _____
Armenian _____		_____ Asian AND White _____
Russian _____		_____ Black or African Amer. AND White _____
Korean _____		_____ Am.Ind/Alaska Nat.AND Black/AA _____
Other _____		_____ Other _____
Indonesian _____		
Vietnamese _____	Owner : _____	
Portuguese _____	Phone: _____	
TTY _____		

Landlord / Tenant Counseling

Issue:	_____ Eviction _____	_____ Notices _____	_____ Rent Increases _____	_____ Repairs _____
	_____ Harassment _____	_____ Parking _____	_____ Sect.8 Information _____	_____ L/T Info. _____
	_____ Illegal Entry _____	_____ Pets _____	_____ Security Deposit _____	_____ Other _____
	_____ Late Fees _____	_____ Refusal to Rent _____	_____ Substandard Conditions _____	_____ Seeking Housing _____
	_____ Lockout _____	_____ Refusal to Sell _____	_____ Utilities _____	_____ Lease Terms _____
Action:	_____ FHF _____	_____ Consumer Affairs _____	_____ Other FHC Action _____	_____ Pasadena Mediation _____
	_____ SFV _____	_____ Health Dept. _____	_____ Small Claims Court _____	_____ Project Place _____
	_____ Resolved _____	_____ Housing Authority _____	_____ UD Assistance _____	
	_____ Attorney _____	_____ Legal Aid _____	_____ Rent Control Dept. _____	
	_____ Building & Safety _____	_____ Mediation _____	_____ Hotline LA Habitability _____	
	_____ Code Enforcement _____	_____ Other GH Action _____	_____ MLK Dispute Resolution Ctr. _____	

Literature Distributed: _____

Discrimination Inquiry

Address of Complaint: _____

Classification:	_____ Age _____	_____ Familial Status _____	_____ Race _____	_____ Predatory Lending _____
	_____ Ancestry _____	_____ Gender _____	_____ Religion _____	
	_____ Arbitrary _____	_____ Marital Status _____	_____ Sexual Orientation _____	
	_____ Disability-Mental _____	_____ National Origin _____	_____ Source of Income _____	
	_____ Disability-Physical _____	_____ Color _____	_____ Discrimination General Information _____	

Complaint Type: _____ In Place Tenancy _____ Prospective Tenancy _____ Homebuyer _____ Lending _____

Comments: _____

Discrimination Intake Form

Date _____ Case Number _____

Source of Referral _____ Interviewer _____

Type of Complaint _____

Home Seeker: Rental _____ Sales _____ In-Place Tenant _____ Homeowner _____

If a Home Seeker: Pre-application Stage _____ Application Stage _____

Date of Incident _____ Anniversary Date _____

Complainant Information

Name _____

Current Address _____ Apt. # _____ City _____

State _____ Zip Code _____ Social Security Number _____

Home Phone _____ Work Phone _____

Alternate Phone _____ Pager/Voice Mail _____

Complainant prefers to be contacted _____ Preferred Time _____ Preferred Day _____

Birth Date _____ Sex: _____ Race/National Origin _____

Marital Status _____ Disability _____

If an In-Place Tenant: Length at Address _____ Number of Bedrooms: _____ Rent _____

Security Deposit _____ Section 8 Voucher \$ _____ Section 8 Counselor Name _____

Does complainant have 3-day notice, 30-day notice or unlawful detainer pending currently? _____

If a Home Seeker: Type of Housing Sought _____ Number of Bedrooms _____ Rent \$ _____

Attire When Applied _____

Additional Information:

Number of Adults in Household:

Name:	Name:
Age:	Age:
Sex:	Sex:
Race:	Race:
National Origin:	National Origin:
Disability:	Disability:
Relation:	Relation:
Name:	Name:
Age:	Age:
Sex:	Sex:
Race:	Race:
National Origin:	National Origin:
Disability:	Disability:
Relation:	Relation:

Number of Children in Household:

Age												
Sex												

Complainant Employment

Company _____

Address _____

Position _____

Net Income _____

No. of Years with Company _____

If not Employed, Source of Income _____

Total Household Income _____

Spouse/Co-Resident Employment

Company _____

Address _____

Position _____

Net Income _____

No. of Years with Company _____

Additional Information:

Complaint Address

Name of Complex _____

Address _____ Apt # _____ City _____

State: CA Zip Code _____ Cross Streets _____

Owner's Name _____ Owner's Phone _____

Owner's Address _____

Management Company _____ Manager's Name _____

Management Co. Address _____

Management Phone _____ Management Office Hours _____

Manager's Race/National Origin/Age _____

Real Estate Company _____ Real Estate Agent Name _____

Real Estate Agent Address _____

Real Estate Agent Phone _____ Real Estate Co. Office Hours _____

Agent's Race/National Origin/Age _____

New Owner? _____ Since When? _____ New Manager? _____ Since When? _____

No. of Units in Building _____ No. of Vacancies _____ Year Built _____ Rent Control _____

Property Offered for: Sale _____ Rent _____

Learned about Vacancy: Ad _____ Sign _____ Friend _____ Other _____

Sign on Property _____ Language of Sign _____

Info. on Ad/Sign(If available, include copy) _____

Source of Ad _____ Date of Ad _____ Page # _____

No. of Bedrooms _____ Rent \$ _____ Security Deposit \$ _____

Respondent Information

Name _____ Phone Number _____

Address _____

Race/National Origin/Age _____ Number of Properties _____

Prior Complaints _____ Property Search Attached _____

Narrative

Describe complainant's experience in chronological order:

Complainant

Date

Narrative page _____ of _____

EXHIBIT V
MONTHLY SUMMARY SHEET



RACE/ETHNICITY

White _____
Black/African American _____
Asian _____
American Indian or Alaskan Native _____
Native Hawaiian or Other Pacific Islander _____
American Indian or Alaska Native AND White ___ #
Asian AND White _____
Hispanic/Latino _____
Black/African American AND White _____
American Indian/Alaska Native AND Black/African American ___ #
Other: _____

SEX

Female Head of Household _____ (i.e., female with dependent child)

INCOME

Total Redondo Beach Clients _____
Total Low Income _____ (51%-80% Area Median Income)
Total Very Low Income _____ (31%-50% Area Median Income)
Total Extremely Low Income _____ (Equal to or less than 30%)
Total Non-Low Income _____

Agency Director

Agency Name

EXHIBIT VI

**PUBLIC SERVICE AGENCY
EXPENDITURE REPORT
CITY OF REDONDO BEACH DEPARTMENT OF COMMUNITY SERVICE**

1. Contractor's Name: _____ 2. Address of Contractor: _____
3. Fiscal Year Report No. _____ 4. Report Period
Month or Quarter _____
5. Contact Person: _____ 6. Telephone No.: _____

I. REQUEST FOR PAYMENT

1. Total Cumulative Expenditures (Section II, Column C-2, Line 5) \$ _
2. Reimbursements to Date \$ _
3. Amount Requested for Payment \$ _

CITY USE ONLY

Date Report Received _____ *Amount Authorized* _____

Date Report Reviewed _____ *Reviewed By* _____

II. CITY FUNDED EXPENDITURES

A. LINE ITEM COSTS	B. PROGRAM BUDGET	C. EXPENDITURES		D. AVAILABLE BALANCE
		1. Current	2. Cumulative	
1. Staff Salary: wages				
2. Equipment				
3. Rent/Lease Costs				
4. Other				
5. Total Costs				

EXHIBIT VII

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the

City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any item.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.