

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

HOUSING RIGHTS CENTER

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
HOUSING RIGHTS CENTER**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2017 by and between the CITY OF CARSON, a California municipal corporation ("City") and HOUSING RIGHTS CENTER, a California public benefit corporation ("Consultant" or "HRC"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2015, as amended on or about July 1, 2017 (collectively, the "2015 Agreement"), whereby Consultant agreed to assist the City in the implementation and operation of a fair housing program, to ensure that housing consumers are afforded a non-discriminatory and equal opportunity to rent, lease, or purchase housing of choice within the City.

B. City and Consultant hereby agree that this Agreement terminates and supersedes the 2015 Agreement and hereby waive the thirty (30) day termination notice requirement set forth in Paragraph 10 the 2015 Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Forty Three Thousand Two Hundred and Twenty Dollars (\$43,220)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. **In the event the Agreement is extended as set forth in Exhibit "B", Consultant shall be compensated an amount not to exceed Forty Five Thousand Three Hundred Eighty Dollars (\$45,380) for the one-year extension.**

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Chancela Al-Mansour
(Name)

Executive Director
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be **Ken Farfsing, City Manager** or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this

Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete

and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the

City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and

either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be

“remote” or “non-interests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[MGM/EQG]

CONSULTANT:

HOUSING RIGHTS CENTER, a California public benefit corporation

By: _____
Name: Chancela Al-Mansour
Title: Executive Director

By: _____
Name: _____
Title: _____
Address: 3255 Wilshire Blvd., Suite 1150
Los Angeles, California 90010

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Consultant shall implement and operate a fair housing program for the City and its citizens. The program is designed to ensure that housing consumers are afforded an equal opportunity to rent, lease, or purchase their housing of choice within the city of Carson without regard to race, religion, color, national origin, or sex. To carry out the program, Consultant shall employ trained personnel to respond to Carson residents’ requests for service and shall provide such backup and support services as shall be required to implement and operate the program. The scope of services and duties shall include but not be limited to the following:

A. Component 1—Fair Housing Counseling and Planning

Consultant shall respond to and process housing discrimination complaints from residents and prospective residents of the City of Carson.

Consultant shall work closely with City personnel and other non-profit organizations approved by the City to increase fair housing awareness, and shall provide fair housing recommendations as requested by the Contract Officer on the following:

1. Planning activities and outreach related to fair housing
2. City’s Five-Year Consolidated Plan and Annual Action Plan processes

B. Component 2—Fair Housing Outreach and Education Services

Consultant shall implement a comprehensive public outreach and education program to make Carson residents aware of their rights and responsibilities under fair housing law. This will include:

1. Twice monthly Walk-in Clinics at the Congresswoman Juanita Millender-McDonald Community Center (801 East Carson Street).
2. A minimum of one fair housing or housing rights workshop per quarter. The fair housing workshops shall include at a minimum an overview of fair housing laws, a discussion about common forms of housing discrimination, and a question and answer session. The housing rights workshops shall include a comprehensive fair housing presentation and an overview of landlord/tenant law.
3. A minimum of one property management training session per quarter to be provided to property managers who manage properties within the City, consisting of a detailed analysis of fair housing law and interpretation, with specific information on discrimination against families with children, disability provisions, sexual harassment, hate crimes, and advertising.

4. Development and distribution of informational materials, including specialized materials targeting housing professionals, families with children, the disabled community, and prospective homebuyers. Consultant shall distribute a minimum of 1,500 pieces of literature on an annual basis.

5. Consultant shall staff an information booth at community events within the City on at least two occasions per year.

6. Consultant shall place public service announcements regarding fair housing laws and Consultant's services with print and broadcast media outlets serving Carson at least once per month.

7. Consultant shall undertake extensive outreach to immigrant communities to increase their awareness of fair housing rights and of services offered by Consultant, and endeavor to create a more active and extensive network with community and culturally based organizations that serve these communities.

8. Consultant shall engage in targeted outreach activities to the following population groups and organizations within the City (this list is not exhaustive; City may add other organizations as needed):

- The Asian and Pacific Islander communities
- The Latino and Spanish-language communities
- The mobilehome park community (park owners as well as residents)
- Carson social service agencies
- The African-American community.

9. Consultant shall approach local organizations, including without limitation the Multicultural Real Estate Alliance for Urban Change, for potential fair housing lending training sessions to be conducted for lenders doing business in Carson.

10. Consultant shall upon request conduct the fair housing and housing rights workshops, develop and distribute the informational materials, and place the public service announcements referenced above in English, Spanish, and other languages found in significant proportion among the population of Carson such as Tagalog and Samoan.

C. Component 3—Discrimination Complaint Services

Consultant shall respond in a thorough and efficient manner to all requests from residents or prospective residents of Carson for assistance with their fair housing questions and concerns. This shall include the following:

1. Discrimination Inquiry Screening and Counseling

2. Discrimination Case Investigation and Resolution. Consultant shall investigate all complaints filed, and when such investigation finds evidence supporting the allegation of discrimination, Consultant shall, as appropriate, conciliate the complaint, refer the case to an appropriate government administrative agency (California Department of Fair Employment and Housing, United States Department of Housing and Urban Development, or United States Department of Justice), or initiate litigation proceedings on behalf of complainants.

3. General Housing Referrals. Consultant shall provide telephone and in-person counseling to both tenants and landlords regarding their respective rights and responsibilities under California law and local city ordinances by answering basic housing questions and advising clients how to resolve their housing problems or issues. When Consultant determines that the client's matter is outside the scope of its services, Consultant shall provide referral to appropriate agencies, including but not limited to local housing authorities, health and building safety departments, and other social service providers.

4. Random Housing Discrimination Audit Testing. Consultant shall conduct no less than 12 random audit tests per year within the city of Carson for the purpose of detecting the existence of discrimination based on familial status, race and/or disability.

5. Investigation of unlicensed brokers for potentially unlawful discriminatory and/or predatory activities.

D. Component 4—Documentation and Performance Reports

1. Consultant shall provide to City accurate and complete monthly financial expenditure and program progress reports on all activities conducted under the scope of this Agreement.

2. In addition to conducting the four components of service described above, Consultant shall undertake the following activities:

- Analyze and explore the reasons for apparent disproportionate cost burden in census tracts within the city of Carson in which Asian Americans and Hispanics predominate.

- Examine whether or not real estate agents engage in the practice of steering prospective homebuyers or renters to certain areas of City based on their race or ethnicity, and if such practices are found, provide recommended actions to combat such practices.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Copy of informational materials developed and distributed.

B. Copy of handouts or materials used as part of training sessions and workshops.

- C. A report outlining the results of the analysis for (i) apparent disproportionate cost burden in census tracts within the city of Carson in which Asian Americans and Hispanics predominate; and (ii) whether or not real estate agents engage in the practice of steering prospective homebuyers or renters to certain areas of City based on their race or ethnicity, and if such practices are found, provide recommended actions to combat such practices.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

- A. Monthly progress report on all activities conducted under the Agreement.
- B. Monthly financial expenditure report.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate; new text shown in ***bold italic*** and deleted text is shown in ~~striketthrough~~)

I. Section 3.4 of this Agreement is hereby amended as follows:

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not ~~exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).~~ ***later than June 30, 2018. City, in its sole discretion, may extend this Agreement by one year commencing on July 1, 2018, and terminating on June 30, 2019, upon thirty (30) days’ written notice to Consultant.***”

II. The following provisions are hereby added to the Agreement as Article 10:

10. “COMPLIANCE WITH SPECIFIC FEDERAL REGULATIONS

This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended; 24 Code of Federal Regulations (“CFR”) Chapter V, Part 570; City’s CDBG Program Guidelines; and all amendments or successor regulations or guidelines thereto.

10.1 ***Federal Contracting Provisions. Consultant agrees to comply with the following federal requirements in the performance of this Agreement:***

(a) ***Subrecipient shall comply with Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which requires that during the performance of this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Consultant shall consider all applicants without respect to their race, religion, sex, or national origin with respect to the following without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and employment applicants, notices setting forth the provisions of this nondiscrimination clause.***

(b) ***In its solicitations or advertisements for employees, Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.***

(c) *Consultant shall comply with all restrictions against discrimination, as required by Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107.*

(d) *Consultant shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., which requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by, persons residing in the project area.*

(e) *Consultant shall comply with Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974, which provides that no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.*

(f) *Consultant shall comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and implementing regulations.*

(g) *Consultant shall comply with the Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations.*

(h) *Consultant shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act at 24 CFR Part 42.*

(i) *Consultant shall comply with the restrictions prohibiting the use of funds for the benefit of a religious organization or activity as set forth in 24 CFR 570.200(j).*

(j) *Consultant shall comply with the labor standard requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issued to implement said requirements.*

(k) *Consultant shall comply with the Program Income requirements as set forth in 24 CFR 570.504(c) and 570.503(b)(8).*

(l) *Consultant shall comply with all federal laws and regulations described in 24 CFR 570, Subpart K, except that Consultant does not assume the City's environmental responsibilities as described at 24 CFR 570.604, nor does Consultant assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.*

(m) *Consultant shall comply with Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11988 relating to the prevention, control, and abatement of water pollution.*

(n) *Consultant shall comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1978 (P.L. 93-234).*

(o) *Consultant shall comply with the regulations, policies, guidelines and requirements of 24 CFR 570; the "Common Rule," 24 CFR Part 85 and Subpart J; and 2 CFR 200 (which revises and supersedes OMB Circulars No. A-87, A-102, Revised, A-110, and A-122) as they relate to the acceptance and use of federal funds under the federally assisted program.*

(p) *Consultant shall comply with Title VII of the Civil Rights Act of 1968 (P. L. 90-284), as amended.*

(q) *Consultant shall comply with the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).*

(r) *Consultant shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Unless specified otherwise within this Agreement, Consultant shall procure all materials, property, or services in accordance with the provisions and requirements of 24 CFR 84.40-48.*

(s) *Consultant shall maintain a property inventory system to numerically identify HUD purchased property and document its acquisition date, as set forth in 2 CFR 200.312 Federally-Owned and Exempt Property.*

(t) *The use and disposition of real property and equipment by Consultant under this Agreement shall be in accordance with the provisions and requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504. Upon expiration of the Agreement, Consultant shall transfer to the City any CDBG Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Funds. Additionally, any real property under Consultant's control that was acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to Consultant in the form of a loan) in excess of \$25,000 is either:*

(i) *Used to meet one of the national objectives in Section 570.208 (formerly Section 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City; or*

(ii) *Not used in accordance with paragraph (T)(i) above, in which event Consultant shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in paragraph (s) of this section.)*

(u) *Consultant shall comply with such other City, County, State, or Federal laws, rules and regulations, executive orders or similar requirements which might be applicable.*

(v) *As City will use federal funds to pay Consultant for the services to be performed under this Agreement, Consultant shall comply with 31 U.S.C. Section 1352, which prohibits any recipient or subrecipient of federal funds from: using such funds to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress or an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract; making any federal grant; making any federal loan; entering into any cooperative agreement; and/or the extending, continuing, renewing, amending or modifying any federal contract, grant, loan or cooperative agreement.*

(w) *Every person who requests or receives a federal contract, grant, loan or cooperative agreement from a federal agency or receives or requests from a federal agency a commitment that would provide for the United States to insure or guarantee a loan must file with that agency a written declaration and certify that he or she has not made and will not make any prohibited expenditure. Further, any person who requests or receives from a person referred to above, a subcontract under a federal contract, a subgrant or contract under a federal grant, a contract or subcontract to carry out any purpose for which a particular federal loan is made, or contract under a federal cooperative agreement, is required to file a written declaration with the person who received the federal contract, grant, loan or commitment to insure or guarantee a loan.*

(x) *Consultant shall not receive any program income as defined in 24 CFR Section 570.500(a).*

10.2 **Program Evaluation and Review.** *Consultant shall make performance, financial, and all other records pertaining to this Agreement available to all City and HUD personnel. City and HUD personnel may inspect and monitor Consultant's facilities and program operations, including the interview of Consultant's staff and program participants. Consultant agrees to submit to City or HUD all data necessary to complete the Annual Grantee Performance Report in accordance with HUD requirements and in the format and at the time designated by City or HUD Project Directors or their designees.*

10.3 **Reporting Requirement.** *Consultant shall submit to City a monthly statistical status report, using a format determined by City, setting forth its activities for each reportable month. Such reports shall be filed with City not later than the 15th day of the month following the reportable month. The monthly activity reports shall contain without limitation race and ethnic group, income level, female-headed household status, elderly status, disability status, and any other data as may be requested by City, of each person assisted and the result of such assistance. In addition to the monthly statistical status report, Consultant shall, on or before July 15, 2018, furnish City with a summary of Consultant's activities for the fiscal year commencing July 1, 2017. Such summary shall include an annual statistical report.*

10.4 **Documentation and Record Keeping.** *Consultant shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to*

the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;*
- (b) Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program;*
- (c) Records required to determine the eligibility of activities;*
- (d) Records documenting all CDBG funds received from the City;*
- (e) Records documenting expenses as identified in the monthly activity reports and reimbursement requests submitted to the City, as well as the relationship of these expenses to the CDBG-funded program;*
- (f) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;*
- (g) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;*
- (h) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28, and as otherwise stated within this Agreement; and*
- (i) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.*

Consultant shall maintain separate accounting records for the CDBG Funds provided by the City. The City, HUD, Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, documents, papers, and records maintained by Consultant, as well as any of its own subrecipients or subcontractors, which directly relate to the project that is the subject of this Agreement for the purpose of audit, examination, excerpts, and transcriptions. Consultant shall also maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be available to City or HUD monitors or their designees for review upon request.

10.5 Disclosure Requirement. *Consultant shall make available all books and records pertaining to each project or business activity that is funded by CDBG funds under this Agreement for inspection and audit by HUD's representatives, upon request, at any time during the term of this Agreement and for a period of five (5) years thereafter. All such books and records shall be maintained by Consultant at a location in Los Angeles County. Failure by Consultant to comply with the requirements of this section shall constitute a material breach for which City may terminate or suspend this Agreement.*

Consultant understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or Consultant's responsibilities with respect to services provided under this Agreement, is prohibited by applicable State and Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

10.6 **Project Close-Out.** *Consultant's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: submission of final requests for payment, making final payments, disposing of program assets in accordance with other provisions of this Agreement, and determining the custodianship of records. Notwithstanding the foregoing, the terms and conditions of this Agreement shall remain in full force and effect during any period that Consultant has control over the CDBG Funds, including program income.*

10.7 ***Suspension, Recovery of Funds.***

(a) *In accordance with 24 CFR Section 85.43, suspension or termination may occur if Consultant materially fails to comply with any term of the award.*

(b) *If the funding source demands reimbursement for prior payments to Consultant due to Consultant's failure to comply with any applicable term of this Agreement, regulation or statute, Consultant shall reimburse City in the amount of such disallowed payments.*

(c) *The award may be terminated for convenience in accordance with 24 CFR Section 85.44.*

(d) *Upon expiration of this Agreement, Consultant shall transfer to City any funds paid pursuant to this Agreement that are on hand at the time of expiration and any accounts receivable attributable to the use of such funds."*

[END OF EXHIBIT "B"]

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services at the following rates:

Task	Amount not to exceed:
Implement and operate a fair housing program for the City and its Citizens, including without limitation:	\$43,220, billed in monthly itemized services provided and expenses incurred
- biweekly walk-in clinics	
- at least one fair housing workshop per quarter	
- at least one property management training session per quarter	
- development and distribution of informational materials (minimum of 1,500 pieces of literature per year)	
- staffing an information booth at community events at least twice per year	
- monthly public service announcements	
- undertaking extensive outreach to immigrant communities	
- engage in targeted outreach activities to specific groups and organizations listed in Exhibit A	
- institute a regular sequence of fair housing lending training sessions for lenders	
- respond thoroughly and efficiently to resident’s questions and concerns	
- Analyze and explore the reasons for apparent disproportionate cost burden in census tracts within the city of Carson in which Asian Americans and Hispanics predominate	
- Examine whether or not real estate agents engage in the practice of steering prospective homebuyers or renters to certain areas of Carson based on their race or ethnicity, and if such practices are found, provide recommended actions to combat such practices	

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
 - A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$43,220, as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services listed in Exhibit “A” in a timely manner and the following Services listed below in accordance with the following schedule. The dates for completion of each task shall be determined by the Contract Officer.**

		<u>Deadline Date</u>
A.	Conduct walk-in clinics	biweekly
B.	Conduct fair housing workshops	once per quarter
C.	Conduct property management training sessions	once per quarter
D.	Develop and distribute informational materials	minimum of 1,500 pieces of literature per year
E.	Staff an information booth at community events	at least twice per year
F.	Conduct public service announcements	monthly
G.	Analyze and explore the reasons for apparent disproportionate cost burden in census tracts within the city of Carson in which Asian Americans and Hispanics predominate	once per year, to be provided at a date to be agreed upon with the Contract Officer
H.	Examine whether or not real estate agents engage in the practice of steering prospective homebuyers or renters to certain areas of Carson based on their race or ethnicity, and if such practices are found, provide recommended actions to combat such practices	once per year, to be provided at a date to be agreed upon with the Contract Officer

- II. Consultant shall deliver the following tangible work products to the City within the following timelines:**

- A.** Provide Contract Officer with a copy of informational materials developed and distributed at walk-in clinics and other community events.

- B.** Provide Contract Officer with a copy of handouts or materials used as part of training sessions and workshops.
 - C.** A report outlining the results of the analysis for (i) apparent disproportionate cost burden in census tracts within the city of Carson in which Asian Americans and Hispanics predominate; and (ii) whether or not real estate agents engage in the practice of steering prospective homebuyers or renters to certain areas of City based on their race or ethnicity, and if such practices are found, provide recommended actions to combat such practices. The delivery date for these reports is to be determined at a later time between Consultant and Contract Officer.
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**