



City Council Staff Report

DATE: June 20, 2012

CONSENT CALENDAR

SUBJECT: AGREEMENTS WITH THE FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC., FOR REQUIRED FAIR HOUSING SERVICES THROUGH EDUCATION, TRAINING/TECHNICAL ASSISTANCE AND FAIR HOUSING ENFORCEMENT IN THE AMOUNT OF \$39,922 FOR FISCAL YEAR 2011-2012 AND \$24,440 FOR FISCAL YEAR 2012-2013, IN THE CITY'S CAPACITY AS THE SUCCESSOR HOUSING AGENCY OF THE COMMUNITY REDEVELOPMENT AGENCY

FROM: David H. Ready, City Manager

BY: Community & Economic Development Department

SUMMARY

The City of Palm Springs is obligated, as a Community Development Block Grant (CDBG) Entitlement Community, to provide for fair housing services in the community. Over the duration of the City's CDBG entitlement, it has contracted with the Fair Housing Council of Riverside County, Inc. to provide services to affirmatively further fair housing rights and obligations in the community. The City Council awarded CDBG funds for the current fiscal year on March 16, 2011 and for the coming fiscal on April 11, 2012 to Fair Housing.

In the past several years, as the City's CDBG entitlement funds have decreased, the Community Redevelopment Agency (Agency) supplemented the funding of the fair housing services to expand the range of fair housing service through education, training/technical assistance and enforcement. The dissolution of the Agency by the State of California created a number of challenges to bring the contract with Fair Housing to the Agency or City Council in a timely manner.

RECOMMENDATION:

- 1) Approve agreements with Fair Housing Council of Riverside County, Inc., for fair housing services through education, training/technical assistance and enforcement in the amounts of \$39,922 for 2011-2012 and \$24,440 for 2012-2013, respectively, in the City's capacity as the Housing Successor Agency of the Community Redevelopment Agency; and
- 2) Authorize the City Manager to execute all necessary documents. A ____ and A ____.

ITEM NO. 26

BACKGROUND

The City of Palm Springs is obligated, as a CDBG Entitlement Community, to provide for fair housing services in the community. Over the duration of the City's CDBG entitlement, the City has contracted with Fair Housing Council of Riverside County, Inc. to provide fair housing services to affirmatively further fair housing rights and obligations in the community. The City Council awarded CDBG funds for the current fiscal year on March 16, 2011 and for the coming fiscal on April 11, 2012 to Fair Housing.

The Agency has supplemented the funding of the fair housing services over the past several years, typically through the adoption of a second contract. Since the previous Agency contract in 2010, the State of California passed AB 1X 26, which dissolves all of the redevelopment agencies in the State of California. As part of the law, the Agency was prohibited from entering new contracts after June 27, 2011.

Part of the law contained an "opt-in" provision, however, which would have allowed agencies to continue operating in return for a sizable payment to the State. The intent was to enter a new contract between Fair Housing and the Agency in September, 2011, after the Agency "opted in" under AB 1X 27. However, in August, 2011, the California Redevelopment Association and the League of California Cities, however, sued the State over the two laws on constitutional grounds. No action could be taken by the Agency while the lawsuit was pending. Fair Housing proceeded providing the services to the community at their risk, pending the ability of the Agency to enter a new contract for the funding.

On December 29, 2011, the California Supreme Court upheld AB 1X 26, eliminating redevelopment agencies, and overturned AB 1X 27, the opt-in payment.

On January 4, 2012, the City Council approved a resolution authorizing the City to become the Successor Agency and the Housing Successor Agency. The City Council elected to retain the responsibility for performing housing functions previously performed by the Palm Springs Community Redevelopment Agency and assume all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of in accordance with Cal. Health and Safety Code §34176.

Actions of the Housing Successor Agency are outside the review of the Oversight Board, which was created pursuant to Cal. Health and Safety Code §34179. Actions of the City as well, acting under its own Charter and statutory authority, are not subject to Oversight Board review, either.

The proposed source of funding for the Housing Successor Agency in the current year and for the 2012-2013 year is the repayment by the Agency of the loan made by the Low- and Moderate-Income Housing Fund to the Agency to make the Special Education Revenue Augmentation Fund (SERAF) payments to the County in the 2009-2010 and 2010-2011 fiscal years. Upon the adoption of AB 1X 26, the State had originally taken the position that the loans were not recognized obligations, but the legal opinions over the past several months, even at the State, are that they are legal loans that should be paid. Therefore, the SERAF payment to be made to the Housing Successor Agency from the June, 2012 property tax distribution was included on the Successor Agency's Recognized Obligation Payment Schedule (ROPS).

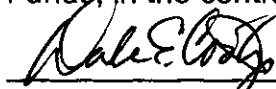
The State Department of Finance recently completed its review of the City's ROPS, and allowed the SERAF payment of over \$1,000,000 to the Housing Successor Agency in June, 2012. The Oversight Board also approved the two amended ROPS at a Special Meeting held May 30, 2012, for the current six month period and the next six month period, for transmittal to the State and County.

The only additional contingency is that, as with the prior actions of the Oversight Board, under AB 1X 26, the County Auditor-Controller's Office was required to engage an external auditor (the firm of Brown Armstrong). Any findings made by the external auditor, and any changes to the ROPS based on the audit, would return to the Oversight Board for review and amendment. Staff believes that the SERAF payments made to Housing Successor Agencies is settled at the State level, but the possibility exists that the external auditor could make a different conclusion. If so, the matter would return to the Oversight Board for review and if the Oversight Board disagreed with the Auditor, it would go to the State for a final review. The auditors have a statutory deadline imposed by the California Supreme Court of July 15, 2012 to complete their reviews so the final status would be known by then.

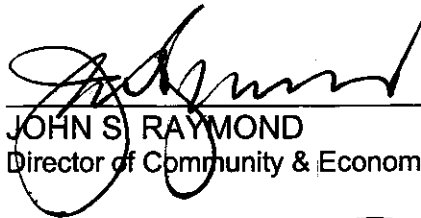
This action would authorize the funding of the existing year's contract and the 2012-2013 contract with Fair Housing, with the provision that if the SERAF loan is challenged by the auditor both contracts will be terminated. No payment will be made in either year until after the audit is received, but from an accounting perspective it is necessary to at least approve the current year's contract in the current year, even if the payment is anticipated to be made in the 13th month (July).

FISCAL IMPACT:

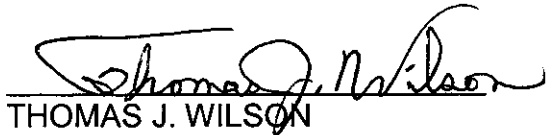
The contract would use \$39,922 and \$24,440 in the City's Housing Successor Agency Funds in the contractual services line item.



DALE E. COOK, JR.
Community Development Administrator



JOHN S. RAYMOND
Director of Community & Economic Development



THOMAS J. WILSON
Assistant City Manager



DAVID H. READY, Esq., Ph. D.
City Manager

Attachment: FY11 Contractual Services Agreement
FY12 Contractual Services Agreement

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACTUAL SERVICES (the "Agreement") is made and entered into this ___ day of June, 2012, by and between the City of Palm Springs, as the Successor Agency to the Redevelopment Agency, (herein "City"), and Fair Housing Council of Riverside County, Inc., (herein "Provider").

RECITAL

A. City desires to supplement the funding of fair housing services and expand the range of fair housing services through education, training/technical assistance and enforcement.

B. The Provider has submitted a proposal to provide such fair housing services to the City pursuant to the terms of this Agreement.

C. Based on its experience and reputation, the Provider is qualified to provide the necessary fair housing services to the City and desires to provide such services.

D. City desires to engage the services of Provider.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. SERVICES OF PROVIDER

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Provider shall provide fair housing services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Provider warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state, or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits. Provider 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.

1.4 Familiarity with Work. By executing this Agreement, Provider warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Provider is an essential condition of this Agreement. Provider shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A". Provider shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Provider. Delays shall not entitle Provider to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF PROVIDER

3.1 Compensation of Provider. For the services rendered pursuant to this Agreement, Provider shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed a total amount of \$39,922.00.

3.2 Method of Payment. In any month in which Provider wishes to receive payment, Provider shall no later than the first working day of such month, submit to City in the form approved by City's Controller, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the rates as set forth in Exhibit "A" for authorized services performed. City shall pay Provider for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Provider's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Provider's profession.

3.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

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

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A". The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Provider, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Provider shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of twelve months, commencing on July 1, 2011, and ending on June 30, 2012 unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Provider. The following principal of Provider is hereby designated as being the principal and representative of Provider authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: Rose Mayes, Executive Director. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Provider and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Provider without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Provider's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Provider shall refer any decisions that 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.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Provider, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Provider shall not contract with any other individual or entity to perform in

whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Provider, its agents or employees, perform the services required herein, except as otherwise set forth herein. Provider shall perform all services required herein as an independent contractor of City and shall not be an employee 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; however, City shall have the right to review Provider's work product, result, and advice. Provider 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.

5.5 Personnel. Provider agrees to assign the following individuals to perform the services set forth herein. Provider shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Provider by providing written notice to Provider.

<u>Name:</u>	<u>Title:</u>	<u>% of Time:</u>
Rose Mayes	Executive Director	4%
Kathleen Liuzzi	Programs Administrator	4%
Pamela Binion	Administrative Assistant	4%
Juanita Kodera	Receptionist	4%
Monica Lopez	Fair Housing Program Manager	4%
Stephanie Davis	Fair Housing Counselor	39%
Noni Tate	Fair Housing Counselor	39%
Ramona Wells	Lost Mitigation Counselor	4%

6. INSURANCE

Provider shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in Exhibit "B", which is attached hereto and is incorporated herein by reference.

7. INDEMNIFICATION.

To the fullest extent permitted by law, Provider shall defend (at Provider's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Provider's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Provider, its officers, employees, representatives, and agents, which Claims arise out of or are related to Provider's negligence or willful misconduct in the performance of this Agreement, but excluding such Claims arising from the negligence

or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Provider's indemnification obligation or other liability hereunder.

8. RECORDS AND REPORTS

8.1 Reports. Provider 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.

8.2 Records. Provider shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Provider in the performance of this Agreement, with the exception of computer models developed by Provider, shall be the property of City and shall be delivered to City in PDF format upon request of the Contract Officer or upon the termination of this Agreement, and Provider shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Provider may retain copies of such documents for its own use. Provider shall have an unrestricted right to use the concepts embodied therein.

8.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8.5 Cost Records. Provider shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted 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 Riverside, State of California, or any other appropriate court in such county, and Provider covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Provider. 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.

9.3 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.

9.4 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 injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

9.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Provider, except that where termination is due to the fault of Provider and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Provider shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Provider shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Provider may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

10.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Provider, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Provider or its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Covenant Against Discrimination. Provider covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, 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 pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying

the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City: City of Palm Springs
Attention: City Manager
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262-6959

To Provider: Fair Housing Council of Riverside County, Inc.
P.O. Box 1068
Riverside, CA 92502-1068

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

11.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 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 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 shall be interpreted to carry out the intent of the parties hereunder.

11.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

[End – Signatures on Next Page]

"CITY"

CITY OF PALM SPRINGS

ATTEST:

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Counsel

"PROVIDER" Check one: Individual Partnership Corporation

(Corporations require two notarized signatures: One signature **must** be from the Chairman of Board, President, or any Vice President. The second signature **must** be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

By: _____
Notarized Signature of Chairman of Board,
President or any Vice President

By: _____
Notarized Signature Secretary, Asst Secretary,
Treasurer, Asst Treasurer or Chief Financial Officer

Name: _____

Name: _____

Title: _____

Title: _____

State of _____ }

State of _____ }

County of _____ }ss

County of _____ }ss

On _____ before me,
_____, personally appeared

On _____ before me,
_____, personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

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.

WITNESS my hand and official seal.

Notary

Notary

Signature: _____

Signature: _____

Notary Seal:

Notary Seal:

--	--

EXHIBIT "A"
SCOPE OF SERVICES
 and
SCHEDULE OF PERFORMANCE

The intent of this program is to provide a full menu of fair housing services for Palm Springs residents that promotes fair housing rights and obligations as defined and articulated in the Federal Fair Housing Act and the California State Law Enactments under the Rumford & Unruh Civil Rights Acts which affirmatively furthers fair housing. This will be accomplished through the staffing of a Palm Springs' office facilitating three components of fair housing services, as it relates to Anti-Discrimination and Landlord/Tenant services, such as education (i.e., outreach, public awareness; individualized counseling); training / technical assistance (i.e., pro-active workshops preventing complaints, violations); and enforcement (i.e., compliant intake, investigation, resolution options) for five hundred (500) Palm Springs residents.

The Provider shall be responsible for the completion of the following objectives/activities in a manner acceptable and satisfactory to the City and consistent with the standards required as a condition of providing these City funds.

Objectives/Activities

Objective 1: Assist the City by timely providing any additional information requested.

TARGET

DATE

On-Going

ACTIVITY #1

Make readily available any information relative to the successful implementation of the activity.

Objective 2: Establish and maintain a programmatic and financial record keeping process.

TARGET

DATE

On-Going

ACTIVITY #1

Establish and maintain an efficient program process/procedure for proper record keeping. Document and maintain all records related to this program in a stable and secure location.

Objective 3: Advertise, market and publicize the program to facilitate positive promotion for all parties (i.e., Provider, City, etc.).

TARGET

DATE

On-Going

ACTIVITY #1

Draft a promotional piece and submit to City for approval. Advertise in the Desert Sun. Submit final publication to the City.

Objective 4: Enroll and income qualifies at least an approximately five hundred (500) Palm Springs residents with new access to this service.

TARGET
DATE
On-Going

ACTIVITY #1

Provide fair housing services to clients. Maintain records of names, addresses, demographics and service dates for all assistance.

Objective 5: Maintain records for all activities related to this program.

TARGET
DATE
On-Going

ACTIVITY #1

Document and maintain all records related to this program in a stable and secure location.

Objective 6: Manage/monitor program activities.

TARGET
DATE
On-Going

ACTIVITY #1

Perform monitoring activities necessary to ensure program integrity.

Objective 7: Provide fair housing services, including Fair Housing Practice and Landlord/Tenant workshops, as outlined in Proposal Summary which is attached after this Exhibit.

TARGET
DATE
On-Going

ACTIVITY #1

Conduct program activities for five hundred (500) clients and offer two workshops for property owners, managers, Realtors and lenders to improve availability/accessibility, as stipulated in the proposal.

Objective 8: Provide an evaluation within fifteen (15) calendar days of the program completion or final reimbursement.

TARGET
DATE
07/15/12

ACTIVITY #1

Provide an evaluation and final report on all programmatic and financial activities.

General Administration

Provide the management oversight and leadership to address specific operational tasks in meeting the established performance levels, as well as perform supportive activities (i.e., clerical, monitoring, etc.)

Budget Summary

The Provider shall submit monthly reimbursement based on prorated and actual costs in accordance with the aforementioned costs and pay items. In no month shall the Provider submit for reimbursement more than ¼ of the total annual budget. The budget

costs set out in this Exhibit are general guidelines and if mutually agreed by both parties, may be amended administratively by no more than 10%, without the requirement of a formal amendment to this Agreement, but in no event shall such adjustments increase the Contract Sum. The Provider shall submit to the City monthly statements on reimbursable expenditures pursuant to the Budget below along with pertinent supporting documentation.

<u>DESCRIPTION OF ACTIVITY</u> PAY ITEMS	TOTAL COST
Wages	\$23,501.
Fringe Benefits/Payroll Taxes	\$4,908.
Consultant/Contract Services	\$2,002.
Travel	\$302.
Space Costs	\$5,638.
Consumable Supplies	\$739.
Equipment – Purchase, Lease or Maintenance	\$1,057.
Telephone	\$1,459.
Other Operational Costs	\$316.
Total	\$39,922

EXHIBIT "B"

Insurance

Provider shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Provider's performance under this Agreement. Provider shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Provider's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

A. Minimum Scope of Insurance Required

1. **General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City of Palm Springs premises.
2. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form.

B. Minimum Limits of Insurance Coverage Required

\$1 Million per Occurrence/\$2 Million Aggregate

Umbrella excess liability may be used to reach the limits stated above.

C. The following general requirements apply:

1. Insurance carrier must be authorized to do business in the State of California.
2. Insurance carrier must have a rating of or equivalent to B++, VII, by A.M. Best Company.
3. Coverage must include personal injury, protective and employer liability.
4. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.
5. Contractor's general liability and automobile insurance coverage must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.

D. Verification of Insurance coverage may be provided by: (1) an approved *General Auto Liability Endorsement Form for the City of the City of Palm Springs* or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. "City of Palm Springs, its officials, employees and agents are named as an additional insured" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
2. "This insurance is primary and non-contributory over any insurance or self-insurance the City may have" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
3. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See Example A below.**

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor's obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS* WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

- G. Alternative Programs/Self-Insurance. Under certain circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

The City has recently joined SPARTA (Service Providers & Artisans Trade Activities Program) to accommodate smaller contractors and service providers who have difficulty in meeting the City's insurance requirements. The SPARTA Program offers a general liability program that provides the \$1 million limit and, upon request, will also provide auto insurance with the \$1 million limit (only in conjunction with the purchase of general liability insurance). SPARTA is only available during the time your company is under contract with the City.

Insurance is provided on a per project basis and is overseen by the Municipality Insurance Services, Inc. Essex Insurance Company provides coverage and is an A++ rated company. There is a 24-hour response time and coverage is immediate.

A quote may be obtained by calling 1-800-420-0555 or online at www.2sparta.com .

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACTUAL SERVICES (the "Agreement") is made and entered into this ___ day of ____, 2012, by and between the City of Palm Springs, as the Successor Agency to the Redevelopment Agency, (herein "City"), and Fair Housing Council of Riverside County, Inc., (herein "Provider").

RECITAL

A. City desires to supplement the funding of fair housing services and expand the range of fair housing services through education, training/technical assistance and enforcement.

B. The Provider has submitted a proposal to provide such fair housing services to the City pursuant to the terms of this Agreement.

C. Based on its experience and reputation, the Provider is qualified to provide the necessary fair housing services to the City and desires to provide such services.

D. City desires to engage the services of Provider.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. SERVICES OF PROVIDER

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Provider shall provide fair housing services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Provider warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state, or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits. Provider 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.

1.4 Familiarity with Work. By executing this Agreement, Provider warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Provider is an essential condition of this Agreement. Provider shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A". Provider shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Provider. Delays shall not entitle Provider to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF PROVIDER

3.1 Compensation of Provider. For the services rendered pursuant to this Agreement, Provider shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed a total amount of \$24,440.00.

3.2 Method of Payment. In any month in which Provider wishes to receive payment, Provider shall no later than the first working day of such month, submit to City in the form approved by City's Controller, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the rates as set forth in Exhibit "A" for authorized services performed. City shall pay Provider for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Provider's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Provider's profession.

3.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

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

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A". The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Provider, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Provider shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect for a period of twelve months, commencing on July 1, 2012, and ending on June 30, 2013 unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Provider. The following principal of Provider is hereby designated as being the principal and representative of Provider authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: Rose Mayes, Executive Director. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Provider and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Provider without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Provider's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Provider shall refer any decisions that 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.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Provider, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Provider shall not contract with any other individual or entity to perform in

whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Provider, its agents or employees, perform the services required herein, except as otherwise set forth herein. Provider shall perform all services required herein as an independent contractor of City and shall not be an employee 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; however, City shall have the right to review Provider's work product, result, and advice. Provider 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.

5.5 Personnel. Provider agrees to assign the following individuals to perform the services set forth herein. Provider shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Provider by providing written notice to Provider.

<u>Name:</u>	<u>Title:</u>	<u>% of Time:</u>
Rose Mayes	Executive Director	2%
Kathleen Liuzzi	Programs Administrator	2%
Pamela Binion	Administrative Assistant	4%
Monica Lopez	Fair Housing Program Manager	4%
Stephanie Davis	Fair Housing Counselor	28%
Arturo Lyles	Fair Housing Counselor	28%
Ramona Wells	Lost Mitigation Counselor	4%

6. INSURANCE

Provider shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in Exhibit "B", which is attached hereto and is incorporated herein by reference.

7. INDEMNIFICATION.

To the fullest extent permitted by law, Provider shall defend (at Provider's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Provider's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Provider, its officers, employees, representatives, and agents, which Claims arise out of or are related to Provider's negligence or willful misconduct in the performance of this Agreement, but excluding such Claims arising from the negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and

volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Provider's indemnification obligation or other liability hereunder.

8. RECORDS AND REPORTS

8.1 Reports. Provider 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.

8.2 Records. Provider shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Provider in the performance of this Agreement, with the exception of computer models developed by Provider, shall be the property of City and shall be delivered to City in PDF format upon request of the Contract Officer or upon the termination of this Agreement, and Provider shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Provider may retain copies of such documents for its own use. Provider shall have an unrestricted right to use the concepts embodied therein.

8.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8.5 Cost Records. Provider shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted 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 Riverside, State of California, or any other appropriate court in such county, and Provider covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as

a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Provider. 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.

9.3 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.

9.4 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 injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

9.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Provider, except that where termination is due to the fault of Provider and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Provider shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Provider shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Provider may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

10.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Provider, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Provider or its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Covenant Against Discrimination. Provider covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, 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 pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed

communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City: City of Palm Springs
Attention: City Manager
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262-6959

To Provider: Fair Housing Council of Riverside County, Inc.
P.O. Box 1068
Riverside, CA 92502-1068

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

11.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 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 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 shall be interpreted to carry out the intent of the parties hereunder.

11.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

[End – Signatures on Next Page]

"CITY"

CITY OF PALM SPRINGS

ATTEST:

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Counsel

"PROVIDER" Check one: Individual Partnership Corporation

(Corporations require two notarized signatures: One signature **must** be from the Chairman of Board, President, or any Vice President. The second signature **must** be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

By: _____
Notarized Signature of Chairman of Board,
President or any Vice President

By: _____
Notarized Signature Secretary, Asst Secretary,
Treasurer, Asst Treasurer or Chief Financial Officer

Name: _____

Name: _____

Title: _____

Title: _____

State of _____ }

State of _____ }

County of _____ } ss

County of _____ } ss

On _____ before me,
_____, personally appeared

On _____ before me,
_____, personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

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.

WITNESS my hand and official seal.

Notary

Notary

Signature: _____

Signature: _____

Notary Seal:

Notary Seal:

--	--

EXHIBIT "A"
SCOPE OF SERVICES
and
SCHEDULE OF PERFORMANCE

The intent of this program is to provide a full menu of fair housing services for Palm Springs residents that promotes fair housing rights and obligations as defined and articulated in the Federal Fair Housing Act and the California State Law Enactments under the Rumford & Unruh Civil Rights Acts which affirmatively furthers fair housing. This will be accomplished through the staffing of a Palm Springs' office facilitating three components of fair housing services, as it relates to Anti-Discrimination and Landlord/Tenant services, such as education (i.e., outreach, public awareness; individualized counseling); training / technical assistance (i.e., pro-active workshops preventing complaints, violations); and enforcement (i.e., compliant intake, investigation, resolution options) for six hundred (600) Palm Springs residents.

The Provider shall be responsible for the completion of the following objectives/activities in a manner acceptable and satisfactory to the City and consistent with the standards required as a condition of providing these City funds.

Objectives/Activities

Objective 1: Assist the City by timely providing any additional information requested.

TARGET
DATE

On-Going

ACTIVITY #1

Make readily available any information relative to the successful implementation of the activity.

Objective 2: Establish and maintain a programmatic and financial record keeping process.

TARGET
DATE

On-Going

ACTIVITY #1

Establish and maintain an efficient program process/procedure for proper record keeping. Document and maintain all records related to this program in a stable and secure location.

Objective 3: Advertise, market and publicize the program to facilitate positive promotion for all parties (i.e., Provider, City, etc.).

TARGET
DATE

On-Going

ACTIVITY #1

Draft a promotional piece and submit to City for approval. Advertise in the Desert Sun. Submit final publication to the City.

Objective 4: Enroll and income qualifies at least an approximately five hundred (500) Palm Springs residents with new access to this service.

TARGET
DATE
On-Going

ACTIVITY #1

Provide fair housing services to clients. Maintain records of names, addresses, demographics and service dates for all assistance.

Objective 5: Maintain records for all activities related to this program.

TARGET
DATE
On-Going

ACTIVITY #1

Document and maintain all records related to this program in a stable and secure location.

Objective 6: Manage/monitor program activities.

TARGET
DATE
On-Going

ACTIVITY #1

Perform monitoring activities necessary to ensure program integrity.

Objective 7: Provide fair housing services, including Fair Housing Practice and Landlord/Tenant workshops, as outlined in Proposal Summary which is attached after this Exhibit.

TARGET
DATE
On-Going

ACTIVITY #1

Conduct program activities for five hundred (500) clients and offer two workshops for property owners, managers, Realtors and lenders to improve availability/accessibility, as stipulated in the proposal.

Objective 8: Provide an evaluation within fifteen (15) calendar days of the program completion or final reimbursement.

TARGET
DATE
07/15/13

ACTIVITY #1

Provide an evaluation and final report on all programmatic and financial activities.

General Administration

Provide the management oversight and leadership to address specific operational tasks in meeting the established performance levels, as well as perform supportive activities (i.e., clerical, monitoring, etc.)

Budget Summary

The Provider shall submit monthly reimbursement based on prorated and actual costs in accordance with the aforementioned costs and pay items. In no month shall the Provider submit for reimbursement more than ¼ of the total annual budget. The budget

costs set out in this Exhibit are general guidelines and if mutually agreed by both parties, may be amended administratively by no more than 10%, without the requirement of a formal amendment to this Agreement, but in no event shall such adjustments increase the Contract Sum. The Provider shall submit to the City monthly statements on reimbursable expenditures pursuant to the Budget below along with pertinent supporting documentation.

<u>DESCRIPTION OF ACTIVITY</u> PAY ITEMS	TOTAL COST
Wages	\$17,200.
Fringe Benefits/Payroll Taxes	\$2,142.
Consultant/Contract Services	\$1,344.
Travel	\$183.
Space Costs	\$716.
Consumable Supplies	\$611.
Equipment – Purchase, Lease or Maintenance	\$1,283.
Telephone	\$686.
Other Operational Costs	\$275.
Total	\$24,440.

EXHIBIT "B"

Insurance

Provider shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Provider's performance under this Agreement. Provider shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Provider's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

A. Minimum Scope of Insurance Required

1. **General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City of Palm Springs premises.
2. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form.

B. Minimum Limits of Insurance Coverage Required

\$1 Million per Occurrence/\$2 Million Aggregate

Umbrella excess liability may be used to reach the limits stated above.

C. The following general requirements apply:

1. Insurance carrier must be authorized to do business in the State of California.
2. Insurance carrier must have a rating of or equivalent to B++, VII, by A.M. Best Company.
3. Coverage must include personal injury, protective and employer liability.
4. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.
5. Contractor's general liability and automobile insurance coverage must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.

D. Verification of Insurance coverage may be provided by: (1) an approved General Auto Liability Endorsement Form for the City of the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. "City of Palm Springs, its officials, employees and agents are named as an additional insured" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
2. "This insurance is primary and non-contributory over any insurance or self-insurance the City may have" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
3. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See Example A below.**

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor's obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

~~SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS* WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

**The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

- G. Alternative Programs/Self-Insurance. Under certain circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

The City has recently joined SPARTA (Service Providers & Artisans Trade Activities Program) to accommodate smaller contractors and service providers who have difficulty in meeting the City's insurance requirements. The SPARTA Program offers a general liability program that provides the \$1 million limit and, upon request, will also provide auto insurance with the \$1 million limit (only in conjunction with the purchase of general liability insurance). SPARTA is only available during the time your company is under contract with the City.

Insurance is provided on a per project basis and is overseen by the Municipality Insurance Services, Inc. Essex Insurance Company provides coverage and is an A++ rated company. There is a 24-hour response time and coverage is immediate.

A quote may be obtained by calling 1-800-420-0555 or online at www.2sparta.com .