APPENDIX 20

NOTE: THE FOLLOWING DOCUMENT IS A SAMPLE ONLY AND WILL BE REVISED AS NECESSARY PRIOR TO EXECUTION. NOTE THAT WHEREVER THE TERMS “COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES” OR THE “HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES” APPEAR, SUCH TERMS MAY ALSO APPLY TO FIRST 5 LA, AS APPROPRIATE.

COUNTY OF LOS ANGELES
AGREEMENT TO IMPLEMENT
A HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM
WITH A COMMUNITY BASED ORGANIZATION

Operating Agency: «AGENCY_NAME»

Contract Number: «Contract_No»

The Operating Agency is hereby authorized to implement the HPRP Project(s) identified below upon execution of this Agreement by the Operating Agency’s authorized signatory. Said implementation shall be in full accordance with the requirements, conditions, and assurances defined in the Contract Number «Contract_No», between the Operating Agency and the County of Los Angeles. In addition, the Operating Agency agrees to comply with the following:

1. **SCOPE OF SERVICE.** The Project(s) described in the Exhibit A(s), listed below, shall be implemented.

2. **TIME OF PERFORMANCE.** Services are to commence as of «Month», «Date», «Year», and be completed no later than «Month», «Date», «Year».

3. **BUDGET SECTION.** No more than the amounts specified in the Exhibit A(s), listed below, may be spent, without written approval of the Community Development Commission of the County of Los Angeles.

«AGENCY_NAME»
Operating Agency

By: ___________________________  By: ___________________________

Title: _________________________  Title: Director, CDBG
Community Development Commission of the County of Los Angeles

-1-
Community Development Commission
County of Los Angeles
Project Description and Activity Budget

Contract No.  Version 0

PROJECT
Project No: Title: Rapid Re-Housing (Case Management) Funding Period: 9/24/2010 To: 6/30/2011 Jurisdiction: HPRP Program

OPERATING AGENCY
Organization Name:
Type: CBO
CDC Program Mgr:

Project Administration

Eligibility Summary
Funding Source: HPRP HUD Code: 05Q Subsistence Payments Eligibility Citation: HPRP National Objective: EXE Nat. Objective Citation: N/A Est. Accomplishments: 12 Performance Indicator: People (General)

Activity Summary
This project will provide rapid re-housing assistance to individuals and families who are literally homeless to quickly obtain and sustain stable housing. Services will include case management, outreach and engagement, rental and utility assistance, security and utility deposits, housing search and placement, budget and credit counseling.

This project is being implemented in conjunction with the Rapid Re-Housing Financial Assistance Project (No ) also being administered by the Operating Agency.

HPRP funds will be used to pay for personnel, non-personnel, and administrative costs.

Project No: Version: 0
Los Angeles County Community Development Commission

Exhibit A

Special Conditions

The Operating Agency must maintain payroll and time attendance records signed by the employee and approved by the supervisor. Time distribution records must reflect total work time on a daily basis by program and/or funding source, as applicable.

The Operating Agency will comply with CDBG procurement standards outlined in, 24 CFR, Part 84, Section 84.44, entitled Procurement Procedures, for the purchase of all goods and contracted services using HPRP funds.

The Operating Agency shall maintain during the term of this Contract and for a period of five (5) years after the expiration of the contract complete and adequate financial records and accounts as considered necessary by the Community Development Commission (CDC) to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following:
* A double-entry General Ledger that supports the costs charged to the HPRP Program;
* Records documenting procurement of goods and services;
* Contracts for goods or services;
* Lease or Rental Agreements;
* Invoices;
* Billing Statements;
* Cancelled Checks;
* Timecards signed by employees and supervisors;
* Personnel Authorization Records;
* Payroll Registers;
* Payroll Tax Records;
* Bank Statements;
* Bank Reconciliations; and
* Documentation to support the allocation of costs.

The Operating Agency must report the number of full-time equivalency (FTE) of all unduplicated permanent and temporary, full- and part-time jobs created and retained by this activity in each Quarterly Performance Report. The FTEs must be calculated using the methodology of dividing all hours worked in the quarter by the total number of hours in a full-time schedule of 520 hours per quarter (40 hours per week x 13 weeks per quarter). Operating Agencies will also be required to report on the types of jobs created for this activity.

Contracted Services/Subrecipients

Not applicable

Funding Summary

<table>
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<tr>
<th>Cost Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
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</tr>
<tr>
<td>Non-Personnel</td>
<td></td>
</tr>
</tbody>
</table>

Project No: [ ] Version: 0
### Location

**Name:**

**Address:**

**City:**

### Service Area

<table>
<thead>
<tr>
<th>Region</th>
<th>Population</th>
<th>Low/Mod Pop</th>
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</thead>
<tbody>
<tr>
<td>ARTESIA</td>
<td>15,808</td>
<td>6,358</td>
</tr>
<tr>
<td>AVALON</td>
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<td>BURBANK</td>
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<td>CARSON</td>
<td>88,338</td>
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<td>GARDENA</td>
<td>57,006</td>
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<td>GLENDORA</td>
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<td>HIDDEN HILLS</td>
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<tr>
<td>INDUSTRY</td>
<td>760</td>
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<td>MONTEBELLO</td>
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<td>PALOS VERDES ESTATES</td>
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<td>PICO RIVERA</td>
<td>62,800</td>
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<td>REDONDO BEACH</td>
<td>63,073</td>
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<td>ROSEMEAD</td>
<td>52,708</td>
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<td>SANTA CLARITA</td>
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<td>TORRANCE</td>
<td>136,689</td>
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<td>VERNON</td>
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<td>WEST COVINA</td>
<td>104,078</td>
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<td>WHITTIER</td>
<td>81,488</td>
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<td>District 1</td>
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<td>District 2</td>
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<tr>
<td>District 5</td>
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<td>1,873,207</td>
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</table>

**Project No:**

**Version:** 0
Los Angeles County Community Development Commission

Exhibit A

Grand Total: 10,462, 4,555,331 43.54% Low/Mod 642
EXHIBIT B

INSURANCE REQUIREMENTS FOR SERVICES CONTRACTS

(PROJECT NO. YYXXXX)

“Public Agencies” as used herein means First 5 L.A., the County of Los Angeles and each of their elected and appointed officers, officials, representatives, employees, and agents.

Without limiting Contractor’s indemnifications of the Public Agencies provided in this Agreement, Contractor and/or the entities with which Contractor contracts, shall procure and maintain at their own expense the insurance described below:

(1) Such insurance shall be secured from carriers admitted in California, authorized to do business in California, and in good standing with the California Secretary of State and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance, or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter “LESLI”). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best’s Insurance Guide.

(2) Contractor shall, concurrent with the execution of this Agreement, deliver to the Public Agencies certificates of insurance with original endorsement(s) evidencing the insurance as required by this Agreement. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Agreement, but no later than thirty (30) days following execution of this Agreement.

Contractor shall deliver satisfactory evidence of Property insurance and Workers’ Compensation insurance, at such time that such exposures are at risk, but in no event later than the Close of Escrow.

Contractor shall deliver satisfactory evidence of Professional Liability insurance once a professional service provider is hired for the project, or Contractor begins to provide professional services, whichever comes first. In the event that the professionals have been contracted or has substantially or fully completed their work prior to the execution of this Agreement, Public Agencies may waive this requirement.

The aforementioned certificate(s) or evidence of insurance shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Public Agencies with certificates of insurance and applicable endorsements each year during the term of this Agreement to evidence its annual compliance with the insurance requirements set forth herein. Endorsements shall be issued by the insurance company on the applicable policy form as required by this Agreement. The Public Agencies reserve the right to require complete certified copies of all policies at any time.

(3) Said insurance shall be in a form acceptable to the Public Agencies and may
provide for such deductible(s) as may be acceptable to the Public Agencies. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductible(s) or self insurance, Contractor agrees that it and/or the entities with which it contracts, will defend, indemnify and hold harmless the Public Agencies in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect.

(4) Each policy shall be endorsed to stipulate, that the Public Agencies be given at least thirty (30) days written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein, excepting ten (10) days written notice for non-payment of premium. Contractor shall give the Public Agencies immediate notice of any insurance claim or loss which may be covered by insurance.

(5) Borrow represents and warrants that the insurance coverage required herein will be required of Contractor’s contracted third parties, including but not limited to, general contractors, subcontractors, and any other professionals. It is the Contractor’s responsibility to obtain separate written approval from First 5 L.A. to waive this provision for contractual obligations Contractor entered into or fully performed prior to the execution of this Agreement.

(6) All Certificates of Insurance and Additional Insured Endorsements shall carry the following identifier:

[Project Name and Address]
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXX

(7) The aforementioned insurance policies shall be primary insurance with respect to the Public Agencies, except when the Contractor executed a contract subject to this clause before this Agreement is executed.

(8) The aforementioned insurance policies shall contain a waiver of subrogation, where reasonably available in the marketplace, for the benefit of the Public Agencies.

(9) Failure on the part of Contractor and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon First 5 L.A.’s sole discretion, constitute a material breach of this Agreement pursuant to which the Public Agencies may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Public Agencies, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Public Agencies shall be immediately repaid by the Contractor to the Public Agencies, upon demand, including interest thereon at the Default Rate. In the event of such a breach, the Public Agencies shall have the right, at its sole election, to participate in and control any insurance claim adjustment or dispute with the insurance carrier to the extent permitted by the insurance policy form. Contractor’s failure to assert or delay in asserting any claim shall not diminish or impair the Public Agencies’ rights against the Contractor or the insurance carrier to the extent permitted by the insurance policy form.
(10) Contractor, or any entity with which Contractor contracts, is naming the Public Agencies as additional insureds on the general liability insurance policy set forth below, then the Additional Insured Endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in First 5 L.A.’s sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

(11) Contractor and/or specified entities with which Contractor contracts shall procure and maintain, at their expense, for the duration of this Agreement unless otherwise set forth herein the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with performance under this Agreement:

(a) **GENERAL LIABILITY INSURANCE** (written on ISO policy form CG 00 01 or its equivalent) including coverage for personal injury, death, property damage, and contractual liability with limits of not less than the following:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Such coverage shall be primary to any insurance carried by Public Agencies, and shall provide additional insured status in favor of the Public Agencies.

(b) **PROPERTY INSURANCE:** Based upon the specifics of the Project, the Public Agencies have the right to require Contractor to obtain either “Basic Form” or “Special Form” property insurance as follows:

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

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

(c) **FLOOD INSURANCE:** Flood Insurance shall be maintained for any project located in a Special Flood Hazard Area. The flood insurance shall provide coverage in an amount that at all times meets or exceeds the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Property, or the maximum limit available through the National Flood Insurance Program (NFIP), whichever is greater.

(d) **AUTOMOBILE LIABILITY INSURANCE** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each incident. Such insurance shall include coverage of all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”. The Public Agencies shall be named as additional insureds on such policy.

(e) **WORKERS’ COMPENSATION and EMPLOYER’S LIABILITY insurance** providing worker’s compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies. In all cases, the above insurance also shall include Employer’s Liability coverage with limits of not less than the following:

- Each Accident $1,000,000
- Disease-policy limit $1,000,000
- Disease-each employee $1,000,000

(f) **PROFESSIONAL LIABILITY INSURANCE**, (If Applicable) including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars ($1,000,000) for each occurrence (Two Million Dollars ($2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from First 5 L.A. to eliminate this professional liability insurance requirement. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

(g) ** POLLUTION LIABILITY INSURANCE**, (If Applicable) including coverage for bodily injury, property damages, and environmental damage with limits of not less than the following:

- General Aggregate $2,000,000
- Completed Operations $2,000,000
- Each Occurrence $1,000,000
Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The Public Agencies shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy are written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

(i) The retroactive date must be shown on the policy and must be before the date of this Agreement or the beginning of the work or services that are the subject of this Agreement;

(ii) Insurance must be maintained and evidence of insurance must be provided for the duration of this Agreement or for five (5) years after completion of the work or services that are the subject of this Agreement, whichever is greater;

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, then the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of work or services that are the subject of this Agreement;

(iv) A copy of the claims reporting requirements must be submitted to First 5 L.A. for review; and

(v) If the work or services that are the subject of this Agreement involve lead based paint or asbestos identification/remediation, then the Contractor’s Pollution Liability shall not contain any lead-based paint or asbestos exclusions.

(h) **CRIME INSURANCE**, (If Applicable) including coverage against loss of money, securities, inventory or other property, with limits in amounts not less than indicated below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Theft Coverage</td>
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<tr>
<td>Forgery Coverage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Client Coverage</td>
<td>$1,000,000</td>
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