

1 CONTRACT  
2 32203

3 THIS CONTRACT is made and entered, in duplicate, as of April 1, 2011 for  
4 reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting on April 19, 2011, by and between the FAIR HOUSING  
6 FOUNDATION, a California nonprofit corporation, with a place of business at 3605 Long  
7 Beach Boulevard, Suite 302, Long Beach, California 90807 ("Organization"), and the  
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, each fiscal year the City Council has appropriated funds to  
10 address housing and community development needs and City, under Title I of the  
11 Housing and Community Development Act of 1974, as amended, has identified specific  
12 needs in the areas of housing discrimination and impediments to fair housing choices;  
13 and

14 WHEREAS, Organization has submitted an appropriation request,  
15 information on its planned activities for the FY 2011-2012, and budget, which has been  
16 reviewed by appropriate City agencies; and

17 WHEREAS, the City Council has determined that the Organization can  
18 meet these needs and has appropriated funds from City's federal Community  
19 Development Block Grant ("CDBG") funds;

20 NOW, THEREFORE, in consideration of the mutual terms and conditions in  
21 this Contract, the parties agree as follows:

22 1. City, on the terms and in amounts identified below, will pay to  
23 Organization funds to be used by Organization to provide programs and services toward  
24 the elimination of illegal discrimination in housing and the elimination of impediments to  
25 fair housing choices. The funds shall be expended for programs and services as outlined  
26 in Exhibit "A" attached to this Contract and incorporated by this reference. If there is any  
27 conflict between this Contract and Exhibit "A", this Contract shall govern.

28 2. The term of this Contract shall begin on April 1, 2011 and end on

1 March 31, 2012. This Contract only governs services provided to City's residents and  
2 persons seeking housing in the City. This Contract may be renewed on the same terms  
3 and conditions for two (2) consecutive periods of one (1) year each on mutual agreement  
4 between the parties.

5           3. The City shall pay to Organization an amount not to exceed  
6 \$85,000.00 per year in accordance with the categories itemized in Exhibit "A".  
7 Organization may, at its sole discretion, increase or decrease the itemized categories of  
8 the budget found in Exhibit "A" by an aggregate total of twenty-five percent (25%).  
9 Increases or decreases exceeding twenty-five (25%) for any itemized budget category  
10 must have the prior written approval of the City Manager or his designated  
11 representative.

12           4. Organization shall submit invoices for reimbursement for expenses  
13 according to a schedule determined by the City. The invoices shall be signed by the  
14 senior executive officer of Organization.

15           5. Organization shall further submit to the City a performance report of  
16 its activity in accordance with the time frame and content presented in Exhibit "B",  
17 attached and incorporated by this reference.

18           6. Organization shall prepare and file with the City an annual financial  
19 report showing in detail all expenditures made by Organization for the programs and  
20 services identified in this Contract during the previous twelve-month period, plus any  
21 "program income" (defined in Section 8 below) received by Organization. The report  
22 shall be filed with the City no later than November 15 of each year. Annual financial  
23 reports shall be certified by a senior executive officer of Organization attesting that all  
24 expenditures are supported by receipts, invoices, vouchers or other documentation and  
25 that expenditures are valid and appropriate in accordance with the terms and conditions  
26 of this Contract. Organization shall maintain books, financial records, files, and other  
27 documentation necessary to support its financial statements. Representatives of the  
28 City, the City Manager, the U.S. Department of Housing and Urban Development

1 ("HUD"), and the Comptroller General of the United States shall be permitted to examine  
2 and review the records of Organization at all reasonable times for the purpose of  
3 ascertaining compliance with provisions of this Contract and to make excerpts and  
4 transcriptions. Any examinations and reviews will be conducted during Organization's  
5 regular business hours in a manner which causes as little inconvenience to Organization  
6 as possible. Organization shall retain all records pertinent to this Contract for three (3)  
7 years after the expiration or termination of this Contract.

8           7. Organization shall maintain a current commercial checking account  
9 with an established commercial bank in which all funds granted under this Contract are  
10 immediately deposited intact as received and from which all payments are made for  
11 expenses for programs and services outlined in Organization's budget request. This  
12 bank account may be the official bank account of Organization, provided that transactions  
13 involving this Contract are clearly designated in the bank account and its supporting  
14 books and records. The balance in this bank account shall be reconciled monthly to  
15 statements from the bank, and this reconciliation shall be certified by the senior executive  
16 officer of Organization.

17           8. Any program income, defined at 24 C.F.R. §570.500(a), generated  
18 by the activities of Organization pursuant to this Contract shall be utilized by Organization  
19 for the purposes and activities set forth in Section 1 above. In the event that program  
20 income is generated, such income shall be substantially disbursed for such purposes and  
21 activities prior to any additional payments of funds by City to Organization pursuant to  
22 Section 3 above. Program income in the form of repayments to, or interest earned on, a  
23 revolving fund as defined in 24 C.F.R. §570.500(b), shall be substantially disbursed from  
24 such fund before additional payments are made by City to Organization for the same  
25 activity.

26           9. Organization shall not utilize any of its funds for political campaign  
27 contributions or for promotion of political candidates or any other political purpose.

28           10. The Organization shall comply with Long Beach Municipal Code

1 Sections 2.72.010 through 2.72.130, and shall comply with the provisions in Exhibit "B"  
2 attached and incorporated by this reference. Organization shall submit the Equal Service  
3 Certification found in Exhibit "B". Organization shall comply with all applicable state,  
4 federal and local regulations including but not limited to those federal regulations in  
5 Exhibit "C" attached and incorporated by this reference. Notwithstanding anything to the  
6 contrary in this Contract, Organization does not assume City's environmental  
7 responsibilities pursuant to 24 C.F.R. §570.604 or City's responsibility for initiating the  
8 review process under Executive Order 12372.

9           11. Organization shall submit to the City on October 1 of each year a list  
10 of the names, business addresses, business telephone numbers and assignments of all  
11 its officers, staff, permanent, part-time and voluntary. Organization shall notify the City  
12 immediately of any changes to this list.

13           12. Organization shall maintain and make available to the City  
14 appropriate additional records, budgetary and other information as the City may request.

15           13. Neither the City nor any of its officers or employees shall have any  
16 control over the conduct of Organization's activities or the employees of Organization.  
17 Organization expressly warrants that neither Organization nor any of its agents,  
18 volunteers, subscribers, members, officers or employees are in any manner the agents,  
19 volunteers, subscribers, officers or employees of the City. Organization is and at all  
20 times shall remain an independent contractor, and Organization's obligations to the City  
21 are solely as described in this Contract.

22           14. Organization shall defend, indemnify and hold harmless the City, its  
23 commissioners, officers and employees from and against all liability, claims, demands,  
24 damage, causes of actions, proceedings, penalties, loss and costs (including reasonable  
25 attorney's fees and court costs) (collectively, in this Section "Claims") arising from or  
26 attributable to or connected with the performance of Organization under this Contract.  
27 Organization shall notify the City of any claim within ten (10) days.

28           15. Except for the use of CDBG funds to pay salaries and other related

1 administrative or personnel costs, no person who is an employee, agent, consultant or  
2 officer of Organization and who exercises any functions or responsibilities with respect to  
3 such CDBG funds, or who is in a position to participate in a decision making process or  
4 gain inside information with regard to the use of such funds, shall obtain a personal or  
5 financial interest or benefit from a CDBG assisted activity, or have an interest in any  
6 Contract, subcontract or agreement with respect thereto, or the proceeds thereunder,  
7 either for themselves or those with whom they have family or business ties, during their  
8 tenure or for one year thereafter.

9           16. Organization shall not assign or transfer this Contract or any interest  
10 in this Contract without the prior written approval of the City. Any attempted assignment  
11 or transfer shall be void and of no force and effect and the assignee will not acquire any  
12 interest by reason of the attempted assignment or transfer. Organization shall not  
13 subcontract any portion of its performance; however, nothing contained in this Contract is  
14 intended to or shall be construed as preventing Organization from hiring employees  
15 which Organization may deem necessary to render its performance.

16           17. This Contract may be terminated by either party giving thirty (30)  
17 days prior notice to the other party. In addition, if Organization violates any provision of  
18 this Contract or applicable federal regulations, then City may (1) temporarily withhold  
19 cash payments to Organization pending correction of such violation; (2) disallow all or  
20 any portion of the cost of the activity or action found in violation; (3) immediately  
21 terminate this Contract; or (4) invoke all other legally available remedies. On termination  
22 or expiration of this Contract, any unused funds paid by the City to Organization shall be  
23 returned by Organization to the City within twenty (20) days following termination. If  
24 Organization has expended funds in violation of this Contract or applicable federal  
25 regulations, Organization shall repay to City such funds within ten (10) days after  
26 termination. In the event that such funds are not repaid within this time period, City may  
27 invoke all applicable legal remedies in order to obtain such repayment. Organization  
28 shall return any program income (as described in Section 8 above) to City, whether

1 received by Organization prior to or subsequent to the termination of the Contract. Any  
2 real property which is under Organization's control at the time of such termination and  
3 which was acquired or improved in whole or in part with CDBG funds in excess of  
4 \$25,000.00 shall be either:

5           A. Used to meet one of the national objectives set forth in 24  
6 C.F.R. §570.208 until five years after expiration of this Contract; or

7           B. Disposed of in a manner which results in the City being  
8 reimbursed in the amount of the current fair market value of the property less any  
9 portion thereof attributable to expenditures of non-CDBG funds for acquisition of,  
10 or improvement to, the property. Such reimbursement is not required after the  
11 period of time specified in accordance with (l) above.

12           18. Organization shall not discriminate against any person in the  
13 provision of any service or activity or in any program funded in whole or in part hereunder  
14 based on race, color, religion, national origin, ancestry, sex, sexual orientation, age,  
15 handicap, disability, AIDS or HIV status, except where such exclusion is a bona fide  
16 service, activity or program necessity. Organization shall treat recipients and participants  
17 of the services, activities or programs on an equal basis.

18           19. All notices shall be in writing and personally deliver or deposited in  
19 the United States Postal Service, registered, return receipt, to Organization at the  
20 address first stated above and to City at 333 West Ocean Boulevard, 13th Floor, Long  
21 Beach, California 90802 Attn: City Manager.

22           20. Organization shall provide access at reasonable times to the public  
23 to all Organization's records pertaining to the expenditure of funds distributed to  
24 Organization pursuant to this Contract, except those records which are prohibited from  
25 disclosure by applicable state and federal laws.

26           21. City's Director of Development Services is authorized and directed,  
27 for and on behalf of the City, to administer this Contract and all matters related to it. His  
28 or her decision will be final.

1 IN WITNESS WHEREOF, the parties have caused this document to be  
2 executed with all formalities required by law as of the date first stated above.

3 FAIR HOUSING FOUNDATION, a  
4 California nonprofit corporation

5 May 31, 2011

6 By Barbara Shiel  
7 Executive Director  
8 Title

9 May 31, 2011

10 By Julia Moore  
11 Chair  
12 Title

13 "Organization"

14 CITY OF LONG BEACH, a municipal  
15 corporation

16 EXECUTED PURSUANT  
17 TO SECTION 301 OF  
18 THE CITY CHARTER.

19 6.23 Assistant City Manager, 2011

20 By [Signature]  
21 City Manager

22 "City"

23 This Contract is approved as to form on June 2, 2011.

24 ROBERT E. SHANNON, City Attorney

25 By [Signature]  
26 Deputy

27 OFFICE OF THE CITY ATTORNEY  
28 ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

EXHIBIT "A"  
FAIR HOUSING FOUNDATION BUDGET

	Budget Category	Total City Budget Amount
<b>Personnel:</b>		
1	Executive Director	12,857.26
2	Director of Investigations	6,977.66
3	Outreach Coordinator	5,993.64
4	Case Analyst 1	6,029.73
5	Case Analyst 2	5,997.97
6	Housing Counselor 1	5,379.17
7	Housing Counselor 2	4,995.18
8	Administrative Assistant	3,805.21
9	Fringe Benefits	11,862.81
	<b>Sub-Total Personnel</b>	<b>63,898.64</b>
<b>Direct Costs:</b>		
10	Space (Rent & Telephone)	10,113.23
11	Mileage	721.78
12	Consultants	1,158.24
13	Cambodian Advertising	250.00
14	Equipment & Supplies	5,195.98
15	Other Insurance	2,381.54
16	Other Staff Development	240.59
17	Other Tester Fees	1,040.00
	<b>Sub-Total Direct Costs</b>	<b>21,101.36</b>
	<b>Grand Total</b>	<b>85,000.00</b>

OFFICE OF THE CITY ATTORNEY  
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EXHIBIT "B"

ORGANIZATION PERFORMANCE REPORTS

The Organization will submit to City twelve (12) monthly status reports, four (4) quarterly reports, and an annual report as specified below. The monthly status reports stating Organization's activities for the preceding calendar month will be filed with the City no later than the fifteenth calendar day of each month beginning November 15, 2011. Quarterly reports describing the Organization's activities for the preceding three (3) consecutive months will be filed with the City on January 31, April 30, July 31 and October 31 of each year. A complete annual report acceptable to the City will be filed with the City on November 15 of each year covering Organization's activities during the preceding twelve-month period.

A. The monthly status report will contain, but not be limited to, the following information on Organization's activities pertaining to Long Beach residents and property owners and their agents:

1. For each person assisted, the zip code of residence, date of assistance, nature of the service provided, race, female head of household status, and whether the person's income is "low", "moderate" ("mod") or "middle" ("mid"), or "high" according to the most current definitions of these income terms as provided by HUD.

2. The total number of discrimination and landlord/tenant inquiries received; the total number of discrimination and landlord/tenant complaints received, by type of complaint; and the action taken by Organization on discrimination and landlord/tenant complaints.

3. A description of its public information, publicity, education, and outreach efforts. The description shall contain information regarding each person or organization contacted, the name and address or phone number of a contact person, the nature of the contact, the number of persons in attendance at meetings or presentations, the usual language spoken by persons or organizations receiving information from Organization, and the status of any requested follow-up activities.

1                   4. After approval by its Board of Directors, the Organization shall  
2 provide City with a copy of the written minutes of the preceding meeting or meetings of its  
3 Board of Directors attached to the next monthly status report. The minutes shall include  
4 the names of the persons in attendance, quorum status, and the outcome of the actions  
5 by its Executive Committee requiring ratification or other subsequent action by its Board  
6 of Directors. Organization shall also provide the City a copy of the agenda for any and all  
7 meetings of its Board of Directors, Executive Committee, and/or Committees of the Board  
8 of Directors, by mail in advance of the meeting at the time of public noticing.

9                   5. Organization shall provide the City with an updated list of  
10 employees and positions when staff changes have occurred.

11                   6. The amount of any funds as described in Section 8.

12                   7. Any other data as may be requested by the City for the purposes  
13 of monitoring. The Organization shall be provided appropriate time to compile, produce,  
14 and deliver data requested.

15                   B. The quarterly report will contain, but not be limited to, the following  
16 information on Organization's activities pertaining to Long Beach residents and property  
17 owners and their agents:

18                   1. The status of each of the Organization Performance Measures  
19 found in Exhibit "E".

20                   2. A case narrative for each case of alleged illegal discrimination.  
21 The case narrative shall include a client profile, the nature of the allegation, and a brief  
22 summary of the facts of the case. A case status report, summarizing the type of  
23 investigation and status of all cases opened, closed, or remaining active during the  
24 reported period, will also be provided. To protect client confidentiality, case numbers will  
25 be assigned. In addition, the City will not be provided personal identifying information  
26 such as names, addresses or phone numbers of any and all parties related to any case  
27 of alleged illegal discrimination that has not reached resolution or been closed for other  
28 reasons. For all cases of alleged illegal discrimination that have reached resolution or

1 have been closed for other reasons, the City will be provided with the previously  
2 undisclosed names, addresses, and phone numbers of the parties related to the case for  
3 the purpose of monitoring services delivered by Organization. All such information  
4 provided to the City shall be held confidential. Organization's clients will sign a statement  
5 acknowledging that they are aware that their records will be kept confidential and that  
6 with their written permission, once their case has been resolved, the City may contact  
7 them to verify the quality of services provided.

8 C. The Annual Report will contain, but not be limited to, the following  
9 information on Organization's activities:

10 1. A complete review of Organization's activities pertaining to Long  
11 Beach residents and property owners and their agents during the twelve-month reporting  
12 period.

13 2. A review and forecast of the Organization's efforts at meeting  
14 each of the Organization's Performance Measures found in Exhibit "E".

15 3. The race, gender, female head of household status, number of  
16 paid hours of service, and language(s) - other than English-spoken, and the hourly rate  
17 and total amount of compensation, reimbursement, or other monetary sum for all persons  
18 listed in Section 11 as "officers" and "voluntary" as well as persons employed under the  
19 "Bookkeeping and Computer Consultants" and "Tester Fees" categories of the budget in  
20 Exhibit "A", in its annual report.

21 Upon request, Organization will provide the City with a review of cases of  
22 alleged illegal discrimination at Organization's main office within the limitations specified  
23 in Exhibit "B", Item B. At no time shall the City attempt to disclose or act upon any  
24 personal identifying information inadvertently obtained during a review of a case file with  
25 Organization staff.

26 City may request Organization to provide such other written information as  
27 it deems necessary regarding Organization's activities under this Contract in either  
28 special reports or in Organization's monthly status reports, quarterly reports or annual

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reports. In such instances, the Organization shall be provided with appropriate time to  
amass and provide data requested.

1 EXHIBIT "C"

2 COMPLIANCE WITH FEDERAL REGULATIONS

3 Organization shall adhere to all those certain HUD regulations found at 24  
4 Code of Federal Regulations Part 570 (24 C.F.R. 570.1 through 570.913) or as they may  
5 subsequently be amended. More particularly, Organization operations and activities will  
6 adhere to the following HUD regulations as they presently read or as they may  
7 subsequently be amended. The applicable provisions of the CDBG Regulations  
8 Organization will adhere to are the following:

9 A. 24 C.F.R. §570.600: Organization shall permit members of the public to  
10 attend the meetings of its Board of Directors and to make comments at appropriate times  
11 and it shall make available to members of the public information related to its use of  
12 funds obtained from the City. Organization's Board of Directors shall conduct its  
13 proceedings in accordance with the State of California Ralph M. Brown Act, as amended,  
14 thereby permitting members of the public to have access to its decision making process.  
15 Organization shall respond within fifteen (15) working days to members of the public who  
16 have made written complaints or grievances to Organization.

17 B. 24 C.F.R. §270.601: Organization will affirmatively further Title VI of the  
18 Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and Executive Orders  
19 11063 and 12259, in all of its operations, services, and activities to ensure that in the  
20 provision of its services, and conduct of its activities, that no protected class of persons is  
21 discriminated against.

22 C. 24 C.F.R. §570.602: Organization will affirmatively further Section 109  
23 of the federal Housing and Community Development Act of 1974 as amended with  
24 respect to all persons, and particularly protected classes of persons, seeking employment  
25 or in the employ of the Organization or benefitting from Organization's operations,  
26 services, or activities. No member of the public or client shall be made to pay or provide  
27 a service to the Organization as a condition of receiving any of Organization's services or  
28 activities. Organization will further make available to the public and its present and new

1 officers, employees, and contractors an Affirmative Action Plan which shall set forth the  
2 principles of Section 109 in writing with respect to equal opportunity services, hiring and  
3 employment practices. Such Affirmative Action Plan shall also specifically state that  
4 Organization's operations and activities shall provide maximum nondiscriminatory benefit  
5 to local persons of lower income. Organization's written procurement solicitations and  
6 officer or employee recruitment announcements shall carry a brief statement regarding  
7 Organization's equal opportunity practices under its Affirmative Action Plan.

8 D. 24 C.F.R. §570.603: When Organization shall use funds obtained from  
9 City for any construction or rehabilitation activity, it shall advise City ninety (90) days  
10 before such funds are used in order for City to determine if the wage and related  
11 requirements of the federal Davis-Bacon Act are applicable. Organization shall adhere to  
12 any stipulations made by City with respect to conducting any activities that would be  
13 regulated by the aforesaid federal Davis-Bacon Act when City grant funds are used in  
14 whole or in part.

15 E. 24 C.F.R. §570.604: Organization will adhere to all City directives with  
16 respect to Organization's compliance with the National Environmental Policy Act of 1969  
17 and those certain regulations at 24 C.F.R. Part 58 which relate to the aforesaid Act. City  
18 will have the lead responsibility for submitting the Organization's programs and activities  
19 for an environmental review pursuant to 24 C.F.R. 58; however, Organization will follow  
20 all City directives, if any, with respect to the results of such environmental review.

21 F. 24 C.F.R. §570.607: In furtherance of 24 C.F.R. §570.602 and in  
22 compliance with 24 C.F.R. §570.607, Organization shall, when using funds obtained from  
23 the City, seek to hire or contract with persons or businesses who, or which are, local  
24 lower income residents, minority or women owned, and which provide opportunities for  
25 training such persons. Organization's activities to comply with 24 C.F.R. §570.607 shall  
26 be made a part of the Affirmative Action Plan required in 24 C.F.R. §570.602.

27 G. 24 C.F.R. §570.608: Organization shall not use funds obtained from the  
28 City to paint its facilities with lead-based paint in conformance with the federal Lead-

1 Based Paint Poisoning Prevention Act.

2 H. 24 C.F.R. §570.609: Organization may not use funds obtained from the  
3 City to directly or indirectly employ, award contracts to, or otherwise engage the services  
4 of, or fund any contractor during any period of debarment, suspension or placement in  
5 ineligibility status under the provisions of 24 C.F.R. Part 24. Organization will obtain prior  
6 guidance from the City before commencing any of these aforementioned actions in order  
7 for City to determine if any of the aforementioned parties fall under the "Lists of Parties  
8 Excluded from Federal Procurement or Nonprocurement Programs" as such lists are  
9 periodically published by the U.S. General Services Administration or other federal  
10 agencies. Organization shall keep a written record of such determination in its files.  
11 Organization shall follow any written directives from the City when the City requests  
12 Organization's compliance with 570.609.

13 I. 24 C.F.R. §570.610: Organization shall adhere to federal regulations at  
14 24 C.F.R. 570.502 and more specifically to the uniform administrative requirements and  
15 cost principles as they relate to the acceptance and use of federal funds as found in the  
16 regulations at 24 C.F.R. Part 85, and OMB Circular Numbers A-87, A-122, A-128 and A-  
17 133, as applicable. City shall periodically review Organization's activities with respect to  
18 adherence to these federal regulations and Organization shall comply with City directives  
19 relative to its adherence to these aforementioned federal regulations.

20 J. 24 C.F.R. §570.611: Except for funds Organization obtains from City to  
21 pay for salaries and other related administrative or personnel costs as are more fully  
22 described in Exhibit "A", no employee, officer, or contractor of Organization shall receive  
23 anything of monetary value from members of the public or clients benefitting from or  
24 using any of Organization's services, operations or activities unless a member of the  
25 public or client voluntarily donates (within the meaning of applicable law) something of  
26 monetary value. Such donation shall be to Organization only and not to any of its  
27 employees, officers, or contractors and shall be duly receipted in writing by Organization  
28 to donor. Organization shall also take due diligence to prohibit its officers, employees or

1 contractors or their families or businesses from such receipt of anything of monetary  
2 value during their tenure or for one year thereafter. Nor shall any of Organization's  
3 officers, employees or contractors, or their families or businesses be, directly or indirectly,  
4 a party to any contract, subcontract or agreement Organization funds in whole or in part  
5 with funds obtained from City. Organization's compliance with these aforementioned  
6 conflict of interest regulations shall periodically be reviewed by the City and Organization  
7 will comply with any written determination of the City with respect to its adherence to  
8 these conflict of interest regulations.

9 K. 24 C.F.R. §85.36(l) (4): Organization shall comply with the federal  
10 Copeland "Anti-Kickback" Act as supplemented in U.S. Department of Labor regulations.

11 L. 24 C.F.R. §85.36(l) (6): Organization shall comply with Sections 103  
12 and 107 of the federal Contract Work Hours and Safety Standards Act as supplemented  
13 by U.S. Department of Labor regulations.

14 M. 24 C.F.R. §85.36(l) (9): Organization shall comply with HUD  
15 regulations at 24 C.F.R. 85.34 by which the City and HUD reserve a royalty-free,  
16 nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to  
17 authorize others to use, for Federal Government or City purposes: the copyright in any  
18 work developed under City's grant to Organization; any rights of copyright to which the  
19 Organization purchases ownership with funds given to Organization by the City. The City  
20 shall similarly retain the aforementioned rights to any data developed by Organization.

21 N. 24 C.F.R. §85.36(l) (13): Organization shall adhere to all mandatory  
22 standards and policies relating to energy efficiency which are contained in the State of  
23 California energy conservation plan issued in compliance with the federal Energy Policy  
24 and Conservation Act.

25 The Organization will contract with an independent, certified public  
26 accountant to perform an annual single audit covering the organization's operations  
27 during the term of this Contract in conformance with OMB Circular Number A-133 and the  
28 Single Audit Act of 1984. The Organization will provide the City with a copy of the



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ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
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1 completed audit report, including any transmittal letters and attachments, in a timely  
2 manner. The Organization shall comply with City directives for correcting any problems  
3 noted by the audit.  
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1 EXHIBIT "D"

2 ORGANIZATION PERFORMANCE MEASURES

3 The Organization's performance during the term of this Contract will be  
4 measured on the basis of the following conditions. Adjustments to the performance  
5 measures must be requested by Organization from the City. Organization shall provide  
6 the City with a written assessment detailing its success in fulfilling the following  
7 performance measures in its annual report to the City.

8 A. During the term of this Contract, Organization shall maintain its  
9 principal office in the City of Long Beach. At least one (1) full-time employee or  
10 equivalent who is fluent in the Spanish language shall be regularly scheduled during  
11 normal business hours.

12 B. During the term of this Contract, Organization will provide  
13 comprehensive services for cases arising from alleged illegal residential discrimination.  
14 In accordance with the objectives of the Analysis of Impediments to Fair Housing Choice,  
15 all services will be provided in English, Spanish, and Khmer, as well as other languages  
16 as necessary. Organization will not limit the number of bonafide cases opened.  
17 Organization will have performance goals consisting of servicing approximately two  
18 hundred (200) resident discrimination inquiries, resulting in opening and investigating  
19 approximately eighty-nine (89) bonafide complaint cases originated from resident  
20 inquiries. All persons assisted shall be residents and those seeking housing in Long  
21 Beach.

22 C. During the term of this Contract, Organization will provide screening,  
23 referral and mediation services for inquiries arising from complaints and disputes  
24 between tenants and landlords. Organization will have a performance goal of servicing  
25 approximately two thousand (2,000) inquiries with landlord tenant counseling services,  
26 including referrals and mediations. Organization will have performance goals of providing  
27 Unlawful Detainer assistance to approximately seventy (70) residents; and conducting up  
28 to sixty (60) Landlord/Tenant mediations. All tenants assisted shall be residents and

1 those seeking housing in Long Beach.

2 D. During the term of this Contract, Organization will provide a variety of  
3 outreach and education services to affirmatively promote fair housing practices.  
4 Organization will have performance goals consisting of distributing at least five thousand  
5 (5,000) pieces of literature in English/Spanish; conducting four (4) Certificate  
6 Management Trainings including distributing legal information on fair housing laws,  
7 obligations, policies and practices to property manager and owners; staffing eight (8) Fair  
8 Housing Booths, in the community at large; conducting ten (10) presentations to  
9 community based organizations; conducting one (1) presentation to City Council;  
10 arranging for thirty-two (32) successful media contacts or public services  
11 announcements; preparing, distributing four (4) Fair Housing Newsletters quarterly to  
12 Organization, City of Long Beach Public Library and at Fair Housing events within the  
13 City; placing four (4) paid advertisements in print media; conducting four (4) Fair Housing  
14 Workshops to Housing Consumers, four (4) Fair Housing Workshops to Housing  
15 Providers, and one (1) Fair Housing Workshop to City staff; issuing four (4) press  
16 releases; conducting two (2) City staff development training sessions; conducting one (1)  
17 annual reception; and conducting one (1) poster contest with local schools to coincide  
18 with the Organization's annual Reception in conjunction with April, Fair Housing Month.

19 E. During the term of this Contract, Organization shall provide to those  
20 landlords in violation of fair housing laws a list of other qualified Educational Fair Housing  
21 Services vendors at the same time that it offers its training services to such landlords.  
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EXHIBIT "E"  
ANNUAL GOALS

FHF will provide the following performance goals per fiscal year. In accordance with the objectives in the Analysis of Impediments to Fair Housing Choice, all services will be provided in English, Spanish and Khmer. Unless otherwise noted, the Education and Outreach Services are performed **within the City limits**.

Objectives	Goal/Task
<b>Discrimination Complaint Intake Investigation, Resolution</b>	
Inquiries (will not limit the number of clients assisted)	200
Bonafide Cases (will not limit)	89
Investigations (will not limit)	89
Audits to Meet Cases	As needed
<b>General Housing Services</b>	
Counseling (will not limit the number of clients assisted)	2,000
Mediations	60
Unlawful Detainers Assistance	70
<b>Education and Outreach Services</b>	
Booths - selecting, organizing, and staffing	
Citywide	8
Community Relations	
Agency and/or Community Contacts	5
Agency and/or Community Meetings	5
Literature Distribution – English and Spanish	5,000
Literature Distribution – Khmer	1,000
Certificate Management Trainings	4
Presentations	
Community Based Organizations	10
City or Council	1
Workshops	
Community (Tenants)	4
Housing Industry (Landlords & Owners)	4
City Staff	1

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Media	
Paid Advertisements - All City	4
Newsletter	4
Press Releases - All City	4
PSA's - All City	32
Website Hits - All City	5,000
Staff Development and Training - All city	2
FHF Annual Reception - All City	1
FHF Annual Poster Contest	1
<b>Analysis of Impediments Activities</b>	TBD