City of Santa Monica
Non-Discrimination Policy Acknowledgment

A. Discrimination.
Discrimination in the provision of services may include, but not be limited to the following:

(a) Denying any person any service, or benefit or the availability of a facility.

(b) Providing any service, or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.

(c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.

(d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

(e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

(1) Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, gender, gender identification, gender expression, sexual orientation, marital status, AIDS or disability.

(2) Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of these procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

B. Non-discrimination in Employment

(1) Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:

(a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

(b) Selection for training, including apprenticeship.

(2) Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

(3) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.

(4) Contractor shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination policy.

(5) Contractor certifies and agrees that it will deal with its sub-Contractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.

(6) In accordance with applicable State and Federal law, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Contractor shall provide other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.

(7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this nondiscrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal non-discrimination laws shall constitute a finding by City that Contractor has violated the provisions of this non-discrimination policy.

(8) The parties agree that in the event Contractor violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars ($500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

(9) Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor receiving Federal Financial Assistance.

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Signature/Date	Name of Proposer