

ATTACHMENT A

**CITY OF YORBA LINDA/YORBA LINDA SENIOR CITIZENS CLUB
COMMUNITY CENTER USE AGREEMENT**

This AGREEMENT ("Agreement") is entered into this _____ day of _____, 2022, between the CITY of YORBA LINDA (the "City") and the YORBA LINDA SENIOR CITIZENS CLUB ("Senior Club"). The City and Senior Club are sometimes hereinafter individually referred to as "Party" and collectively as "Parties."

RECITALS

- A. WHEREAS, it is the mission of both the City and Senior Club to provide recreational and social programs and services for the senior citizens of the community;
- B. WHEREAS, the City presently has a facility known as the Yorba Linda Community Center ("Community Center") located at 4501 Casa Loma Ave, Yorba Linda, CA, 92886 which consists of various multi-purpose rooms, kitchens, game rooms, storage areas and office space;
- C. WHEREAS, the Parties desire to work cooperatively to utilize designated portions of the Community Center to provide recreational and social programs and services for the senior citizens in the community, pursuant to the terms and conditions of this Agreement and subject to all rules and restrictions relating to the use of the Community Center;
- D. WHEREAS, the Parties agree that the senior citizens served by the Community Center will benefit by a clear delineation of the Parties' respective functions and responsibilities; and
- E. WHEREAS, the Parties agree that the primary objective of the Agreement is to provide programs, services, activities and events that satisfy the needs and desires of senior citizens of the community.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. RECITALS; TERM OF AGREEMENT

- 1.1 The recitals set forth above are hereby incorporated within this Agreement.
- 1.2 This Agreement shall be in full force and effect from the date set forth above ("Effective Date") until terminated by one or both of the parties. The Agreement shall remain in effect for five (5) years from the Effective Date. Either Party may terminate the Agreement at any time, with or without cause, by giving the other party at least thirty (30) days written notice if with cause or ninety (90) days written notice if without cause. If termination is based on the City's right to terminate pursuant to Section 3 below, City may terminate the Agreement immediately.

2. SENIOR CLUB USE OF COMMUNITY CENTER

- 2.1 The City designates certain areas within the Community Center that may be used by Senior Club during designated days and times for designated activities (the "Regular Use Schedule"), as set forth in Exhibit "A".
- 2.2 Any request by Senior Club to use the Community Center outside the Regular Use Schedule will be reviewed on a case by case basis and will require City Parks and Recreation staff approval.
- 2.3 The City reserves the right to cancel, change or postpone any Senior Club event falling within the Regular Use Schedule or otherwise approved by the City pursuant to subsection 2.2. However, every effort will be made to adhere to the Regular Use Schedule or relocate events to another room in the Community Center or other facility over which the City has control.

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- 2.4 The City designates certain storage locations within Community Center ("Senior Club Storage Areas") for the use of the Senior Club, as set forth in Exhibit "B."
- 2.5 City shall designate an office space for Senior Club's use at the Community Center. The Senior Club shall attempt to maintain office hours at the Community Center Monday through Thursday, between the hours of 9:00 a.m. and 3:00 p.m., excluding designated City Holidays, furloughs or other scheduled closure dates.

3. DISCRIMINATION, HARASSMENT, AND BEHAVIOR POLICIES

- 3.1 Senior Club understands that any unlawful discrimination (as described in this Section and in Sections 3.2 and 3.3 below and attachments to this Agreement referenced therein) against any person by Senior Club personnel in its use of the Community Center on the basis of race, color, national origin, disability, ancestry, religion, sex (including pregnancy, childbirth or related medical or mental condition), marital status, legally protected medical condition, veteran status, age, sexual orientation or other legally protected class or status will not be tolerated by the City and shall constitute a material breach of this Agreement.
- 3.2 Harassment for any discriminatory reason, such as race, color, sex, sexual orientation, pregnancy or related medical condition, age, physical or mental disability, national origin, marital status, religion or any other basis protected by state or federal laws is strictly prohibited at the Community Center. Senior Club, its officers, directors, agents, employees, members and volunteers are expected to avoid questionable or borderline conduct that could constitute harassment. Forms of harassment include, but are not limited to, the following:
 - 3.2.1 Verbal: innuendoes, epithets, stereotyped characterizations, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;
 - 3.2.2 Visual/Non-verbal: derogatory posters, cartoons or drawings; suggestive objects or pictures; derogatory written materials or commentaries; leering or obscene gestures;
 - 3.2.3 Physical: unwanted physical contact including touching or interference with an individual's normal movement; and
 - 3.2.4 Threatening retaliation as a result of a negative response to harassment.
- 3.3 Senior Club has the primary responsibility to ensure that its officers, directors, agents, employees, participants, members and volunteers comply with the Community Center's anti-harassment and anti discrimination policies. Senior Club shall also work to uphold the Senior Club's and City's general behavior policies and guidelines as set forth in Exhibits "D" and "E" hereto and utilize these policies to foster a positive relations between the City staff and members and volunteers of the Senior Club. Senior Club is aware of the requirements of the Unruh Act as outlined in DFEH pamphlet #167 (attached hereto as Exhibit "F") and shall uphold such requirements. In particular "the law provides a clear distinction between the rights of a business to refuse service based on conduct as opposed to personal characteristics and the misconduct of disruptive behavior of particular individuals may be grounds for refusing to do business with them or denying them services." Senior Club's failure to enforce these policies shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

4. CITY RESPONSIBILITIES

The City shall:

- 4.1 Provide Senior Club one office phone and the cost of telephone service.

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- 4.2 Provide staff direction, as available, for the primary setup for the rooms for authorized events or activities, as properly requested by the Senior Club pursuant to subsection 5.2.
- 4.3 Publish a "senior bulletin" on a quarterly schedule. A list of activities under this Agreement will be published in the calendar section of the senior bulletin. Two (2) to three (3) pages of space will be reserved, at no cost, for the Senior Club to list additional information and activities. Any inserts will be at the sole cost of the Senior Club. Senior Club agrees to pay whatever additional expenses are required or associated with the addition of any inserts.
- 4.4 Pay for utility cost, and maintenance cost, incurred through the operation of the rooms utilized by Senior Club, except for any damage caused or contributed by Senior Club or any guest or invitee of Senior Club. Senior Club agrees to pay whatever expenses are required to restore the Community Center, or any property of such facility, or any part of the rented facility, to the same condition as prior to when Senior Club utilized the facility.
- 4.5 Co-sponsor a "senior volunteer Luncheon" with the Senior Club. The City shall be responsible for maintaining a database of all City Senior Volunteers. The event costs will be shared equally between the City and Senior Club.

5. SENIOR CLUB RESPONSIBILITIES

Senior Club shall:

- 5.1 Senior Club has the authority to control admission of participants to Senior Club events and to control the behavior of participants at Senior Club events. Senior Club may limit admission of participants to Senior Club events to individuals who are members of the Yorba Linda Senior Citizens Club. Senior Club has the authority to implement disciplinary actions against individuals, up to and including permanent removal from Senior Club programs. Senior Club, however, must comply with the requirements of Section 3 of this Agreement and in all respects comply with all applicable laws, rules and regulations.
- 5.2 Provide all necessary office supplies for Senior Club activities, programs, events, etc.
- 5.3 Notify the City of any setup needs at least fourteen (14) days in advance of a scheduled event or activity. Setup diagrams shall be provided to the City's Community Center Supervisor no later than seven (7) days in advance of any room usage. Senior Club may provide the City the setup for their monthly luncheon one (1) day in advance during the Senior Club monthly board meeting.
- 5.4 Not admit to any Community Center room a larger number of persons than the room will safely accommodate.
- 5.5 Provide all necessary gaming supplies for table and card games including but not limited to cards, shufflers, score cards, etc.
- 5.6 Collect and process membership dues for its members.
- 5.7 Provide phone answering coverage during operating hours as designated in subsection 2.5.
- 5.8 Be responsible for providing a copy machine for the sole use of Senior Club. Senior Club will be solely responsible for all of its copying and supplies.
- 5.9 On an annual basis, provide the City with attendance and volunteer hour reports for all programs and services listed herein on a report template approved by the City.

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- 5.10 Provide a minimum of 10,000 hours of volunteer services annually to operate Senior Club programs and services. In additional consideration for this Agreement, Senior Club shall pay the City fifty dollars (\$50) annually on the anniversary of the Effective Date for the term of the Agreement.
- 5.11 Provide and adequately supervise senior citizen programs and services, as described in Exhibit "C" hereto.
- 5.12 Maintain daily attendance records/sign-in sheets for all activities.
- 5.13 Collect fares or fees, pay invoices, and provide supplies and communicate to users or members regarding any services offered by the Senior Club as outlined in this Agreement, including but not limited to travel services and bingo.
- 5.14 Maintain an active nonprofit 501 (c)(3) status with the Internal Revenue Service and State of California and provide the City with proof of the following documentation:
 - 5.14.1 Nonprofit 501 (c)(3) Letter of Determination.
 - 5.14.2 Annual filing with the Office of the California Attorney General.
 - 5.14.3 Annual filing with the California Secretary of State.
- 5.15 Provide the City with an annual Senior Club roster, including addresses and emergency contact information.
- 5.16 Be responsible for providing volunteers for the production of programs, services, and activities for all Senior Club related functions.
- 5.17 Agree to abide by all the City policies, rules and regulations for use of the Community Center.
- 5.18 Obtain authorization from City staff before posting signs upon the exterior or interior walls of the Community Center or other City facilities.
- 5.19 Keep those portions of the Community Center used pursuant to this Agreement within occupancy limits. Hallways, emergency exits and walkways shall be clear and free of tables, chairs, equipment, rubbish and litter. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted to remain within the Community Center and Senior Club shall prevent any accumulation thereof from occurring.
- 5.20 As needed, meet with the City to discuss any problems or matters under this Agreement.
- 5.21 Provide the City with list of volunteers who are overseeing said programs and activities on the behalf of the Senior Club.
- 5.22 Provide trainings to all Senior Club volunteers related to topics including conflict resolution, customer service, etiquette and discriminatory harassment. When possible, City staff will try to include Senior Club volunteers in any available staff trainings that are applicable.
- 5.23 Provide trainings related to first aid and CPR to volunteers whom are conducting and participating in activities off site of the Community Center (i.e. Trips and Travel program, etc.). When possible, City staff will try to include Senior Club volunteers in any available staff trainings that are applicable.
- 5.24 Not use or permit the Community Center to be used in any manner which creates a nuisance or that causes a violation of the City's noise ordinance outside the Community Center, or in violation of the Community Center's operating policies and procedures, including, without limitation, live, recorded, or

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broadcast entertainment or the use of loudspeakers or sounds or light apparatus other than as may be required by law or necessary or advisable for safety purposes.

- 5.25 Notify the City of any facility damage, needed repairs, injuries or accidents, vandalism, and suspicious activity.
- 5.26 Follow the City's procedure for storage of food items in order for the City to adhere to the County Health Code requirements.
- 5.27 Co-sponsor a "senior volunteer luncheon" with the City. The Senior Club shall be responsible for submitting updated volunteer rosters for each activity. The event cost will be shared equally between the Senior Club and the City.

6. INSURANCE

- 6.1 Senior Club shall secure and maintain throughout the term of this Agreement Commercial General Liability Insurance with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate limit, the aggregate limit shall be at a minimum \$2,000,000. The policy of insurance shall be endorsed to provide that the City of Yorba Linda, its officials, officers, directors, employees, agents and volunteers shall be additional insureds.

7. INDEMNIFICATION

- 7.1 Assumption of Risk: Senior Club assumes all risk for loss, damage (excluding normal wear and tear), liability, injury, cost or expense that may arise during, or be caused in any way by its use or occupancy of the Community Center.
- 7.2 Indemnification: Senior Club shall indemnify and hold the City, its officers, directors, employees, volunteers, and representatives harmless from and against any and all actions, claims, judgments, attorneys fees, costs, damages, penalties, costs or liabilities of any kind that may be asserted or claimed by any person or entity in any way arising out of or in connection with this Agreement or the operations carried on by Senior Club at the Community Center or any area to which Senior Club has access hereunder.

8. LEGAL RELATIONS AND RESPONSIBILITIES

- 8.1 Nature of Relationship: This Agreement does not create any agency, partnership, joint venture, landlord-tenant or employment relationship between the City and Senior Club.
- 8.2 The City's Reservations: Although Senior Club has the authority to control its events and the individuals that attend such events, the City does not relinquish custody or control of City facilities and does hereby specifically retain the right to enact, modify or enforce any and all appropriate laws, rules, and regulations applicable to the Community Center. Representatives of the City may enter any area of the Community Center and facilities at any time and on any occasion without notice or any other restrictions whatsoever.
- 8.3 Compliance with Laws: Senior Club shall keep itself fully informed of all existing and future laws and regulations which in any manner affect the activities of Senior Club under this Agreement, or the use of the Community Center by Senior Club. Senior Club shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.
- 8.4 Assignment: This Agreement is personal to Senior Club and any assignment, voluntarily or by operation of law, shall automatically terminate this Agreement.

9. MISCELLANEOUS PROVISIONS

- 9.1 Notices: Any notice or payment may be given by personal delivery to the City Clerk or Senior Club President or by depositing the same in the mail as follows:

If to the City: CITY OF YORBA LINDA
4845 Casa Loma Avenue
Yorba Linda, CA 92886
Attn: Director of Parks and Recreation

If to Senior Club: YORBA LINDA SENIOR CITIZENS CLUB
P.O. Box 485
Yorba Linda, CA 92885
Attn: Senior Club President

- 9.2 Warranty of Authority: Each officer of the City and Senior Club signing this Agreement warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions therein.
- 9.3 The City's Liability on Termination: Senior Center hereby waives any monetary damages or claim for damages that may be caused by any action of the City pertaining to this Agreement or in terminating this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF YORBA LINDA

By: _____
Mark A. Pulone
City Manager

ATTEST:

By: _____
Marcia Brown, City Clerk

APPROVED AS TO FORM:

By: _____
Rutan & Tucker, LLP, City Attorney

YORBA LINDA SENIOR CITIZENS CLUB

By: _____

(Print Name)

Title

By: _____

(Print Name)

Title

[Two Notarized Signatures, President **OR** Vice President **AND** Secretary, Required For Senior Club]

Exhibit "A"**Regular Use Schedule**

The City designates the following rooms within the Community Center that may be used by Senior Club during the designated times. All times listed below include a thirty (30) minutes for set-up and clean-up game and activity supplies. City is responsible for setup of tables and chairs.

A. Yorba Room

Wednesdays	7:30 a.m. - 3:30 p.m.	Bingo
Second Tuesday of every month	9:30 a.m. - 3:00 p.m.	Club Luncheon
First Tuesday of May	8:00 a.m. - 2:00 p.m.	Bridge Banquet

B. Game Room

Mondays	8:30 a.m. - 4:30 p.m.	Beginning/Duplicate Bridge
Tuesday	7:30 a.m. - 4:30 p.m.	Duplicate Bridge /Pinochle/Canasta/ Hand & Foot
Wednesdays	7:30 a.m. - 4:30 p.m.	Duplicate Bridge
Thursdays	7:30 a.m. - 4:30 p.m.	Inter. Bridge Practice/Lessons & Inter. Party Bridge & Cribbage, Mexican Train, and Hand/Foot
Fridays	11:30 a.m. - 4:30 p.m.	Duplicate Bridge

C. Activity Room "A"

Tuesdays	11:30 a.m. - 3:30 p.m.	Pinochle/Pan
Thursdays	11:30 a.m. - 3:30 p.m.	Mahjong
Fridays	11:30 a.m. - 3:30 p.m.	Bunco

D. Club Room

Monday Before the Second Tuesday of Every Month	9:00 a.m. - 11:00 a.m.	Board Meeting
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E. Available Meeting Rooms

The 1 st of every month	7:30 a.m. - 12:00 p.m.	Senior Travel Sign-ups
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F. Imperial Room/Patio

Monday - Friday	8:00 a.m. - 10:00 a.m.	Daily Bread Distribution
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Exhibit "B"

The following is a list of the storage cabinets located at the Yorba Linda Community Center for the Senior Club's supplies and equipment:

Senior Club Storage Areas

- 1) Game Room
 - a. All cabinets
 - b. Chair storage – Three (3) 3' X 6' metal cabinets
 - c. One refrigerator and one freezer
- 2) Imperial Room Preparation Kitchen
 - a. All cabinets
- 3) Multipurpose Room Chair Storage
 - a. Two chain link storage areas, size 9' high X 4' deep X 9' wide
- 4) Yorba Room
 - a. Yorba C cabinets above the sink
 - b. One quarter (1/4) section of the stage chair storage
- 5) Activity Room "A"
 - a. Two cabinets, 2' x 3' and 3' x 4'

Exhibit "C"

SENIOR CLUB PROGRAM AND SERVICES

The following are a list of programs and services the Senior Club shall provide:

- 1) Travel Program:
 - a. Select, reserve and coordinate trips to and from the Community Center.
 - b. Register, accept payment, and refund participants.
- 2) Bingo:
 - a. Offer Bingo callers, supplies, board, cards and miscellaneous equipment.
- 3) Bridge:
 - a. Party Bridge
 - b. Duplicate Bridge
 - c. Bridge Lessons
- 4) Provide a variety of card and board games including but not limited to:
 - a. Pan
 - b. Pinochle
 - c. Canasta
 - d. Hand & Foot
 - e. Cribbage
 - f. Mahjong
 - g. Bunco
- 5) Monthly Membership Luncheons
- 6) Monthly Senior Club Board Meetings
- 7) Daily Bread Distribution

Exhibit "D"

**YORBA LINDA SENIOR CITIZENS CLUB RULES OF CONDUCT FOR ALL CLUB ACTIVITIES
YORBA LINDA SENIOR CITIZENS CLUB HARASSMENT & DISCRIMINATION POLICY**

Yorba Linda Senior Citizens Club Rules of Conduct for all Club Activities

Etiquette:

Much of the popularity of activities sponsored by the Yorba Linda Senior Citizens Club is attributed to the high standards of etiquette, which are observed by all participants. Participants should maintain at all times a courteous attitude toward partners and/or opponents. A participant should carefully avoid remark or action that might cause annoyance or embarrassment to another participant that might interfere with any participant enjoying the activity. Participants who fail to uphold these standards should be reported to the chairperson of the function. This policy strives to promote a friendly atmosphere while eliminating unacceptable behavior pursuant to the By-Laws of the Senior Club i.e. Article 11, Section 2.

All Activity Policy Violations;

- Badgering, rudeness, insinuations, or intimidation
- Negative comments
- Loud and disruptive arguing with anyone
- Excessive talking that disturbs participants

If the chairperson agrees that you are in violation, you will be asked to cease the behavior. If you refuse to comply, you will be asked to leave the activity, however participant may return another day.

If the behavior or disturbance persists, the club president will be informed and he or she will investigate to determine if any action is required. Investigation includes speaking with the alleged offender in a private setting, and gathering information from room hosts, volunteers or witnesses. If disciplinary action is required, it should be of a progressive nature starting with a verbal warning followed by written warning(s), suspensions of increasing length, and ending in permanent removal from the Yorba Linda Senior Club activities. All phases of discipline should be treated in a confidential manner. In severe circumstances, steps in the progressive discipline steps may be bypassed. If the behavior has not improved after the remedy has been imposed then Law Enforcement may be summoned.

Yorba Linda Senior Citizens Club Harassment and Discrimination Policy

Harrassment and discrimination pertaining to sex, sexual orientation, race, color, ancestry, religion, national origin, disability, medical condition, age, marital status or any other protected class under State and Federal law is strictly forbidden and will not be tolerated by the Yorba Linda Senior Citizns Club.

Examples of what may constitute prohibited harassment include, but are not limited to, the following:

1. Kidding or joking about membership in one of the protected classifications;
2. Assault, impeding or blocking movement or any physical interference with normnal movement;
3. Cartoons, posters, and other materials referring to membership in one of the protected classifications;
4. Threats, hand gestures, badgering, rudness, insinuations, or intimidation;
5. Degrading words or offensive terms based on the individual's membership in one of the protected classifications;
6. Prolonged staring or leering at a person;

This policy applies to all officers, members and non-members.

If you feel you are a victim of harassment or discrimination, please notify The Senior Club President or a Senior Club Board Member. After a complaint has been filed, the Senior Club will investigate the matter and attempt to remedy the

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situation in a timely manner. If the person making the complaint is not satisfied with the remedy of the Senior Club, the Senior Club President, or designee, will prepare a report of the complaint and submit it to the City of Yorba Linda Director of Parks and Recreation. The Director, or designee, will investigate the complaint further and work with the Senior Club Board of Directors to insure appropriate actions have occurred which are consistent with the law, Rules of Conduct, and Bylaws of the Yorba Linda Senior Citizens Club.

Exhibit “E”


CITY OF YORBA LINDA PARKS AND RECREATION DEPARTMENT RESPECTFUL BEHAVIOR POLICY

Procedure for Filing a Complaint of Non-Compliance

1. Request a meeting with the Recreation Superintendent and Recreation Supervisor within 5 days of the incident, and submit in writing your account of what occurred. Staff will make every attempt to meet with the persons involved in the incident within 5 working days of incident.
2. The Recreation Superintendent will consult the Parks and Recreation Director who will determine the next step in dealing with the complaint. Depending on the severity of the situation, parties involved in the incident may be removed from the facility and/or program temporarily if it is deemed their presence will provoke further disturbances.
3. Once a decision is rendered, the parties will be notified in writing.

The City of Yorba Linda's "Good Behavior Policy" provides a safe, friendly and comfortable environment for our participants and staff and encourages everyone to recreate together by maintaining the Golden Rule:

***"Treat Others As You
Want to Be Treated"***





City of Yorba Linda
Parks and Recreation Department

Respectful Behavior Policy

Exhibit “E”

CITY OF YORBA LINDA PARKS AND RECREATION DEPARTMENT RESPECTFUL BEHAVIOR POLICY

Good Behavior Promotes Mutual Respect!

PURPOSE: To promote and maintain the highest standards of behavior for all participants, facility users, groups, and volunteers who are registered or participate in programs conducted at city facilities or use city facilities. Each person is responsible for conducting him/herself in a respectful and courteous manner. This policy is not intended to affect the right of free speech, but to create a safe, friendly and comfortable environment.

The Parks and Recreation Department uses the Character Counts® Six Pillars of Character and Resolution 2008-3609 for behavioral expectations of participants or users of city facilities:

- **Trustworthiness** — Be honest, loyal and do the right thing. Don't deceive
- **Responsibility** — Use self-control, think before you act, consider the consequences, and be accountable for your choices
- **Respect** — Treat others with respect, use good manners and not bad language, don't threaten
- **Fairness** — Be kind, compassionate
- **Caring** — Show you care, express gratitude
- **Citizenship** — Be a good neighbor, obey rules, respect authority

A friendly look, a kind smile, one good act; and life is worthwhile.

What is Unacceptable Behavior?

- Rudely Interrupting and making demands
- Using epithets (racial, ethnic, gender, age, color and sexuality) including the use of words gestures and jokes
- Refusing to abide by program/facility rules and regulations
- Using profane gestures or language
- Intentionally invading one's personal space
- Creating a disturbance that provokes an immediate violent reaction or engages in conduct that is malicious and a willful disturbance

CONSEQUENCES FOR NOT ADHERING TO THIS POLICY

Individuals who City staff determines are not adhering to this policy will be:

1. Required to meet with staff for a review of the policy and behavior expectations.
2. Asked to leave the program/facility if the behavior is causing or continues to cause a disturbance.
3. Suspended from the program or denied use of the facility depending on the severity of the situation.

Exhibit "F"

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PAMPHLET #167



The *Unruh Civil Rights Act* provides protection from discrimination by all business establishments in California.



Department of Fair Employment and Housing

Complaints must be filed within **one year** from the last act of discrimination. DFEH will conduct an impartial investigation.

The Department is not an advocate for either the person complaining or the person complained against. DFEH represents the state. DFEH will, if possible, try to assist both parties to resolve the complaint. If a voluntary settlement cannot be reached, and there is sufficient evidence to establish a violation of the law, DFEH may issue an accusation and litigate the case before the Fair Employment and Housing Commission or in civil court.

This law provides for a variety of remedies that may include the following:

- Out-of-pocket expenses
- Cease and desist orders
- Damages for emotional distress
- Exemplary damages

Court-ordered damages may include a maximum of three times the amount of the complainant's actual damages.

Persons wishing to file directly in court may do so without contacting DFEH.

For more information, contact DFEH toll free at
(800) 884-1684
Sacramento area & out-of-state at (916) 227-0551
TTY number at (800) 700-2320
or visit our web site at www.dfeh.ca.gov

In accordance with the California Government Code and ADA requirements, this publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability. To discuss how to receive a copy of this publication in an alternate format, please contact DFEH at the numbers above.



State of California
Department of Fair Employment & Housing

DFEH 167 (04/04)

Public Access Discrimination and Civil Rights

The *Unruh Civil Rights Act* provides protection from discrimination by **all** business establishments in California, including housing and public accommodations. The term "business establishments" may include governmental and public entities as well.

What DFEH Does

The Department of Fair Employment and Housing (DFEH) enforces these laws by

- Investigating harassment and discrimination complaints;
- Assisting involved parties to voluntarily resolve complaints;
- Prosecuting violations of the law; and
- Educating Californians about the laws prohibiting harassment and discrimination by providing written materials and participating in seminars and conferences.

Protections Under the Law

The language of the *Unruh Civil Rights Act* specifically outlaws discrimination in

Exhibit "F"

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PAMPHLET #167



The mission of the Department of Fair Employment and Housing is to protect the people of California from unlawful discrimination in employment, housing and public accommodations, and from the perpetration of acts of hate violence.

housing and public accommodations based on sex, race, color, religion, ancestry, national origin, mental or physical disability, age or medical condition. However, the California Supreme Court has held that protections under the Unruh Act are not necessarily restricted to these characteristics. The Act is meant to cover all arbitrary and intentional discrimination by a business establishment on the basis of personal characteristics similar to those listed above.

The law also protects the rights of individuals with disabilities to use streets, highways, and other public places; public conveyances; places of public accommodation, amusement or resort, and housing accommodations; and guide, signal, or service animals or alternative accommodations for persons with disabilities.

The law provides a clear distinction between the rights of a business to refuse service based on conduct as opposed to personal characteristics. The misconduct or disruptive behavior of particular individuals may be grounds for refusing to do business with them or denying them services.

Senior Housing

The *Unruh Civil Rights Act* also contains provisions regulating the establishment of

specialized housing designed to meet the physical and/or social needs of senior citizens. Housing that meets these requirements is exempt from the familial status and age provisions of the *Fair Employment and Housing Act* and may, therefore, legally exclude households with children. Similar provisions are provided for senior citizen mobile home parks under federal fair housing laws.

Businesses Covered Under the Law

This law requires "Full and equal accommodations, advantages, facilities, privileges or services in all business establishments." This includes, but is not limited to, the following places:

- Hotels and motels
- Nonprofit organizations that have a business purpose or are a public accommodation
- Restaurants
- Theaters
- Hospitals
- Barber shops and beauty salons
- Housing accommodations
- Public agencies
- Retail establishments

Examples of Unruh Act Violations

The following examples represent potential violations of the *Unruh Civil Rights Act*. Other

situations may also qualify as Unruh Act violations depending on the specific circumstances.

- A hotel charges a \$100 service fee only to guests of a certain racial group but not to other guests of the hotel.
- A doctor refuses to treat a patient who has been diagnosed as HIV positive.
- A same-sex couple is denied a table at a restaurant even though there are vacant tables available and other customers are seated immediately.
- A visually impaired individual is told his service animal is not allowed in a store.

Filing a Complaint

If you believe you are a victim of illegal discrimination, you can file a complaint with DFEH by following these steps:

- Contact DFEH by calling the toll-free number at (800) 884-1684 to schedule an appointment.
- Be prepared to present specific facts about the alleged harassment or discrimination.
- Provide copies of documents that support the charges in the complaint.
- Keep records and documents about the complaint, such as receipts, stubs, bills, applications, and other materials.