



**HOUSING AUTHORITY  
County of Los Angeles**

Administrative Office  
2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • www.lacdc.org

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

**Carlos Jackson**  
*Executive Director*

June 8, 2004

Honorable Board of Commissioners  
Housing Authority of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE THE SUPPORT SERVICES AGREEMENT FOR  
UPGRADE OF THE HOUSING AUTHORITY'S SERVER ROOM  
(ALL DISTRICTS) (3 Vote)**

**CIO RECOMMENDATION: APPROVE ( )  
APPROVE WITH MODIFICATION (X) DISAPPROVE ( )**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the Support Services Agreement, and the purchase of servers are exempt from California Environmental Quality Act (CEQA), as described herein, because the proposed Agreement will not have the potential for causing a significant effect on the environment.
2. Approve and authorize the Executive Director of the Housing Authority to execute a one-year Support Services Agreement with En Pointe Technologies Sales, Inc., in substantially the form of the attached, to design and install a network power supply solution, at a cost of \$116,658.47, to be effective following approval as to form by County Counsel and execution by all parties.
3. Authorize the Executive Director to approve a purchase order requisition for the procurement from Dell Computers, Corp. of eight servers and the required operating system licenses, at a cost of \$135,831.24.

4. Authorize the Executive Director to use a total of \$252,489.71 in Section 8 Administrative Fees allocated by the U.S. Department of Housing and Urban Development (HUD) for the purposes described above and to incorporate these funds into the Housing Authority's Fiscal Year 2003-2004 approved budget.
5. Authorize the Executive Director to execute amendments to the Support Services Agreement, following approval as to form by County Counsel, to increase the contract sum to include any unforeseen services and equipment that may be required, and to use for this purpose an aggregate maximum amount of \$23,331.69 for the Support Services Agreement with En Pointe Technologies Sales, Inc., using the source of funds described above; and authorize the Executive Director to incorporate these funds into the Housing Authority's Fiscal Year 2003-2004 approved budget.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

The Support Services Agreement and purchase of servers will upgrade the Housing Authority's network infrastructure and allow for the design and implementation of a network power supply solution, which will mitigate the effects of a major network disaster, such as a power outage.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. The Support Services Agreement and purchase order requisitions will be funded with a total of \$252,494.38 in Section 8 Administrative Fees allocated by HUD, to be incorporated into the Housing Authority's approved Fiscal Year 2003-2004 budget.

A 20 percent contingency, in an aggregate maximum amount of \$23,331.69, is also being set aside for unforeseen services and equipment that may be required. The contingency, to be incorporated into the Housing Authority's approved Fiscal Year 2003-2004 budget, is for the Support Services Agreement with En Pointe Technologies Sales, Inc.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Within the last 18 months, the Housing Authority's Assisted Housing Division, located at 12131 Telegraph Road, Santa Fe Springs, has been without power on three separate occasions, with each power outage lasting at least two hours. In the event of a power outage, the current system provides only 20 minutes of emergency power to critical applications and servers, including the Voice Over Internet Protocol Telephony system, which converges the telephone and data networks into one unit. The network power supply solution provided through the Support Services Agreement with En Pointe Technologies Sales, Inc. will extend the emergency power supply to four hours, providing staff the time needed to save data and properly shut down applications before any damage to data or hardware occurs.

Eight servers along with the required operating system licenses will be purchased from Dell Computers, Corp. to replace existing obsolete equipment and to meet the minimum requirements for operating software applications currently in use by the Section 8 Program.

Should En Pointe Technologies Sales, Inc. require additional or replacement personnel after the effective date of the contract, they will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the minimum qualifications for the open positions. The firms will contact the County's GAIN Division for a list of participants by job category.

At its meeting of May 19, 2004, the Housing Commission recommended approval of these actions.

The Support Services Agreement has been reviewed by County Counsel. In addition, the Housing Authority's recommendation to approve the Support Services Agreement has been reviewed by the County Chief Information Officer (CIO), based on the attached analysis.

**ENVIRONMENTAL DOCUMENTATION:**

The Agreement and purchase are exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(3) because it can be seen with certainty that they will not have a significant effect or result in any physical changes to the environment. The actions are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15061 (b)(3) because the activities are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

**CONTRACTING PROCESS:**

The Housing Authority is taking advantage of the discounts available through the California Multiple Award Schedule (CMAS), and has chosen to use the CMAS as a purchasing vehicle for the procurement of the network power supply solution and Dell servers with the operating system licenses. The procurement process was conducted in accordance with the Housing Authority's policies and procedures.

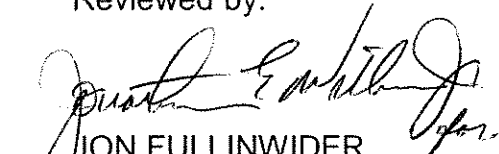
**IMPACT ON CURRENT SERVICES AND PROJECTS:**

Upgrading the network infrastructure will protect the Housing Authority's network from extensive downtime and to help avoid a disruption of service to Section 8 constituents in the event of a major power outage.

Respectfully submitted,

  
for CARLOS JACKSON  
Executive Director

Reviewed by:

  
JON FULLINWIDER  
Chief Information Officer  
COUNTY OF LOS ANGELES

Attachments: 2

# CIO ANALYSIS

**APPROVE THE SUPPORT SERVICES AGREEMENT FOR  
UPGRADE OF THE HOUSING AUTHORITY'S SANTE FE SPRINGS OFFICE  
NETWORK INFRASTRUCTURE  
(ALL DISTRICTS)  
(3 Vote)**

**CIO RECOMMENDATION:**     APPROVE             APPROVE WITH MODIFICATION  
    DISAPPROVE

**Contract Type:**

New Contract                       Contract Amendment             Contract Extension  
 Sole Source Contract

**New/Revised Contract Term:**    Base Term: 1 Yr.                      # of Option Yrs: 0

**Contract Components:**

Software                               Hardware                               Telecommunications  
 Professional Services

**Project Executive Sponsor:** Carlos Jackson, Director, CDC

**Budget Information :**

|                             |           |
|-----------------------------|-----------|
| Y-T-D Contract Expenditures | \$0       |
| Requested Contract Amount   | \$275,821 |
| Aggregate Contract Amount   | \$275,821 |

**Project Background:**

| Yes                                 | No                                  | Question   |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is this project legislatively mandated?                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is this project subvented? If yes, what percentage is offset? 100% |

**Strategic Alignment:**

| Yes                                 | No                       | Question  |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Is this project in alignment with the County of Los Angeles Strategic Plan?                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Is this project consistent with the currently approved Department Business Automation Plan? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the project's technology solution comply with County of Los Angeles IT                 |

|                                     |                          |  |
|-------------------------------------|--------------------------|--|
|                                     |                          | Directions Document?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the project technology solution comply with preferred County of Los Angeles IT Standards? |

**Project/Contract Description:**

The Support Services Agreement and server purchases will upgrade the Housing Authority's Santa Fe Springs Office network infrastructure and allow for the design and implementation of an uninterruptible power supply (UPS) solution, which will mitigate the effects of a major network disaster, such as a power outage.

**Background:**

Within the last 18 months, the Housing Authority's Assisted Housing Division, located at 12131 Telegraph Road, Santa Fe Springs, has been without power on three separate occasions, with each power outage lasting at least two hours. In the event of a power outage, the current system provides only 20 minutes of emergency power to the Voice Over Internet Protocol Telephony (VOIP) system, which converges the telephone and data network which is shared with other critical applications and servers. These interruptions seriously impact the Housing Authority's ability to meet the needs of their constituents.

**Project Justification/Benefits:**

The UPS solution provided through the Support Services Agreement with En Pointe Technologies Sales, Inc. (En Pointe) will extend the emergency power supply to four hours, providing staff the time needed to save data and properly shut down applications before any damage to data or hardware occurs. Additionally, eight servers along with the required operating system licenses will be purchased from Dell Computers, Corp. (Dell) to replace existing obsolete equipment and to meet the minimum requirements for operating software applications currently in use by the Section 8 Program.

**Project Metrics**

Project metrics include installation of the UPS and successful completion of an acceptance test within contract schedule and budget, and installation of eight servers within project schedule and budget.

**Impact If Proposal Is Not Approved**

Upgrading the network infrastructure and installing the UPS will protect the Housing Authority's network from extensive downtime and help avoid continued disruptions of service to Section 8 constituents caused by intermittent and major power outages.

**Alternatives Considered:**

Rather than a competitive bid process, the Housing Authority is taking advantage of the discounts available through the California Multiple Award Schedule (CMAS), and has chosen to use the CMAS as a purchasing vehicle for the procurement of the network power supply solution and Dell servers with the operating system licenses. The procurement process was conducted in accordance with the Housing Authority's policies and procedures. Both Dell and En Point are approved master agreement vendors for the County.

**Project Risks:**

Risks associated with this support agreement include the contractor's failure to properly design and configure the UPS to pass a well defined acceptance test that meets the current and future needs of the Housing Authority. Preventive maintenance issues should be included in the contract to ensure continuous operation of the UPS.

**Risk Mitigation Measures:**

A well defined acceptance test and on-going preventive maintenance must be addressed in the contract with En Point.

**Financial Analysis:**

There is no impact on the County general fund. The Support Services Agreement and purchase order requisitions will be funded by Section 8 administrative fees totaling \$252,489.71. The administrative fees, allocated by HUD, will be incorporated into the Housing Authority's approved Fiscal Year 2003-2004 budget.

A 20 percent contingency, in an aggregate maximum amount of \$23,331.69, will also be incorporated into the Housing Authority's approved Fiscal Year 2003-2004 budget and will be set aside for unforeseen services and equipment that may be required for the Support Services Agreement with En Pointe. The contingency, to be incorporated into the Housing Authority's approved Fiscal Year 2003-2004 budget, is for the Support Services Agreement with En Pointe.

**CIO Concerns:**

The current contract does not contemplate an acceptance test or clearly stated provisions for on-going maintenance of the UPS.

**CIO Recommendations:**

The CIO recommends approval with modification of the Service Agreement with En Point with the understanding that the final contract will include provisions for a detailed acceptance test and on-going preventative maintenance of the UPS. Exhibit B must be modified to clearly state all equipment components and services acquired under this agreement and the final contract must be resubmitted to the CIO for verification of these changes prior to its execution.

**CIO APPROVAL**

Date Received: May 25, 2004

Prepared by: 

Date: May 25, 2004

Approved: 

Date: May 25, 2004



**SUPPORT SERVICES AGREEMENT  
BETWEEN  
THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES  
AND EN POINTE TECHNOLOGIES SALES, INC.**

This Support Services Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between the Housing Authority of the County of Los Angeles (hereinafter "the Housing Authority") and En Pointe Technologies Sales, Inc. a Delaware corporation (hereinafter "En Pointe" or "Contractor").

**RECITALS**

WHEREAS, the Housing Authority desires to enter into this Agreement with En Pointe for the purchase and implementation of the American Power Conversion Corp. (hereinafter "APC") power supply solution; and

WHEREAS, Contractor remains in the business of providing support services for APC products, including technical support; and

WHEREAS, the Housing Authority and the Contractor desire to enter into this Agreement to enable Contractor to design and install a power supply solution along with all related hardware;

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the mutual covenants set forth herein, the Housing Authority and Contractor agree as follows:

**TERMS AND CONDITIONS**

**1. APPLICABLE DOCUMENTS**

**1.1 Interpretation**

**1.1.1** The provisions of this document along with Exhibits A, B, C, D and E attached hereto and described in Paragraph 1.1.2 below, to the extent applicable to the Support Services provided under this Agreement, collectively form and throughout and hereinafter are referred to as the "Agreement".

**1.1.2** In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service or other work,

or otherwise between and/or among this document and/or the Exhibits, such conflict or inconsistency, shall be resolved by giving precedence first to this document as the body of this Agreement, and then to the Exhibits thereto, according to the following order of priority:

1. Exhibit A – Statement of Work
2. Exhibit B – Product and Installation Pricing
3. Exhibit C – Required Forms and Certifications
4. Exhibit D – IRS Notice 1015: Earned Income Credit
5. Exhibit E – Safely Surrendered Baby Law Fact Sheet

## 2. **DEFINITIONS**

The terms and phrases in this Paragraph 2 in bold and in quotation, shall have the meanings set forth below when used in this Agreement throughout and hereafter.

### 2.1 **Business Day(s); business day(s)**

"**Business Day(s)**" or "**business day(s)**", whether used with initial capitalization or not, whether singular or plural, means Monday through Friday, excluding the Housing Authority holidays.

### 2.2 **Contractor**

"**Contractor**" means En Pointe Technologies Sales, Inc.

### 2.3 **Contract Sum**

"**Contract Sum**" means the maximum monetary amount payable by the Housing Authority to Contractor under this Agreement, as set forth in Paragraph 5.1 (Contract Sum).

### 2.4 **County**

"**County**" means the County of Los Angeles, California.

### 2.5 **Day(s); day(s)**

"**Day(s)**" or "**day(s)**", whether used with initial capitalization or not, whether singular or plural, means calendar day(s) and not business day(s), unless otherwise expressly specified.

## **2.6 Documentation**

“**Documentation**” means the formal printed-paper manuals and/or online versions that include descriptive materials and screen displays of all applicable screens and screen choices in the application software.

## **2.7 Effective Date**

“**Effective Date**” has the meaning set forth in Paragraph 4 (Term).

## **2.8 Housing Authority**

“**Housing Authority**” means the Housing Authority of the County of Los Angeles, California also “Customer,” and “customer.”

## **2.9 InfraStruXure™ Architecture**

“**InfraStruXure™ Architecture**” means the power supply products manufactured by American Power Conversion Corp.

## **2.9 State**

"**State**" means the State of California.

## **2.10 System Configuration**

“**System Configuration**” means the hardware peripherals, cabling, local area network and other communications devices related to the physical installation.

## **2.11 Third Party Software**

“**Third Party Software**” means any software not developed by Contractor.

## **3. STANDARD OF SERVICES**

Contractor shall provide support services of APC products under this Agreement in accordance with the industry standards prevailing at the time the services are rendered. In the event that failure by Contractor to comply with the provisions of this Paragraph 3 amounts to a material breach of Contractor’s support services obligations under this Agreement, the Housing Authority may, in its sole discretion, terminate this Agreement pursuant to and in accordance with Paragraph 18 (Termination for Default).

**4. TERM**

This Agreement shall commence on the day and year first above written (hereinafter the "Effective Date") and shall remain in full force and effect for twelve (12) months (hereinafter the "Initial Term"), unless sooner terminated, in whole or in part, as provided herein.

**5. COMPENSATION AND INVOICES**

**5.1 Contract Sum**

5.1.1 The Contract Sum under this Agreement shall be the total monetary amount payable by the Housing Authority to Contractor for providing services specified under this Agreement.

The Contract Sum for this Agreement, authorized by the Housing Authority hereunder, shall not exceed One Hundred and Sixteen Thousand, Six Hundred and Fifty-Eight and 47/100 (116,658.47).

**6. INVOICES**

**6.1 General**

Contractor shall invoice the Housing Authority upon the receipt and acceptance of deliverables specified in Exhibit B (Product and Installation Pricing) by the Housing Authority; and for services rendered, accepted and approved by the Housing Authority as specified in Exhibit A (Statement of Work). Contractor shall invoice the Housing Authority in accordance with Paragraph 5.1.1., Exhibit B and the terms of this Agreement. Contractor shall submit the invoices to the following address, unless otherwise directed by the Housing Authority:

Mr. Yui Cheng, Director  
Financial Management Division  
The Housing Authority  
of the County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755

**6.2 Sales/Use Tax**

The Contract Sum shown in Paragraph 5.1 (Contract Sum) above shall be deemed to include all amounts necessary for the Housing Authority to reimburse Contractor for all applicable California and other state and local sales/use taxes on support services procured by the Housing Authority pursuant to, or otherwise due as a result of this Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be

solely liable and responsible for any and all such California and other state and local sales/use taxes billed by Contractor to the Housing Authority and paid by the Housing Authority to Contractor in accordance with this Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax, Contractor shall immediately reimburse the Housing Authority for any and all tax amounts paid by the Housing Authority as a result of such failure and any costs, including attorneys' fees, associated therewith.

**7. PAYMENTS**

Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system. The Housing Authority will pay Contractor's invoices thirty (30) calendar days of receipt and approval thereof. In the event the Housing Authority fails to pay an invoice within a thirty-day (30) period, Contractor shall provide a notice to the Housing Authority of such failure, upon receipt of which the Housing Authority shall cure the non-payment within thirty (30) calendar days from the later of: (i) the receipt of the notice or (ii) the expiration of the current support services term. Failure to cure within such thirty-day (30) period by the Housing Authority shall constitute a breach by the Housing Authority, upon which Contractor may suspend or terminate this Agreement.

**8. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT**

Subject to the provisions of Paragraph 18 (Termination for Default), Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement, including the Housing Authority's election not to renew this Agreement for any additional support services term in accordance with this Agreement. Should Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Agreement shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement. Contractor has no obligation to provide services beyond the expiration of the current support services term.

**9. TERMINATION FOR IMPROPER CONSIDERATION**

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any Housing Authority officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any

determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or designee.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **10. WARRANTY**

Contractor warrants that its support services shall be performed in accordance with the industry standards prevailing at the time the services are rendered and any applicable warranty provided by American Power Conversion Corp.

## **11. CHANGE NOTICES AND AMENDMENTS**

**11.1** No representative of either the Housing Authority or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 11.

**11.2** For any change requested by the Housing Authority which does not affect the scope of work, term, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the Housing Authority's Executive Director, and agreed to by Contractor.

**11.3** Except as otherwise provided in this Agreement, for any change requested by the Housing Authority which affects the scope of work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be approved and executed by the Housing Authority's Executive Director if within his/her delegated authority and Contractor's authorized representative, upon mutual agreement of both parties.

### **11.4 Facsimile**

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, the Housing Authority and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 11 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the

parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of “original” versions of such documents.

**12. SUCCESSORS AND ASSIGNMENT**

This Agreement may not be assigned except with the prior written consent of the parties, which consent shall not be unreasonably withheld. In the event of any assignment of this Agreement by Contractor, Contractor shall provide the Housing Authority with a commercially reasonable notice, at least thirty (30) days prior to such proposed assignment.

**13. CONFIDENTIALITY**

Contractor, and its officers, employees, agents and subcontractors, shall keep confidential all of its reports, records, data and information received, including, but not limited to, billing and the Housing Authority records, prepared or assembled pursuant to the performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority, subject to applicable law.

**14. SOURCES AND APPROPRIATION OF FUNDS**

The Housing Authority’s obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify Contractor in writing within ten (10) days of receipt of non-appropriation notice.

**15. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless the Housing Authority of the County of Los Angeles, the Community Development Commission of the County of Los Angeles, the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor’s acts and/or omissions arising from and/or relating to this Agreement.

**16. NEWS RELEASES**

Contractor shall issue no news releases naming the Housing Authority without the prior written consent of Housing Authority's Executive Director, and then only in coordination with Housing Authority.

**17. THE HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN**

The Housing Authority will evaluate Contractor's performance under this Agreement on a semi-annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvements/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Agreement, pursuant to Paragraph 18 (Termination for Default) or 19 (Termination for Convenience), or seek other remedies as specified in this Agreement.

**18. TERMINATION FOR DEFAULT**

The Housing Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement if (i) Contractor has failed to comply with any provision of this Agreement, amounting to a default by Contractor or (ii) Contractor has breached a material support services provision and such breach has not been cured within thirty (30) days of written receipt of notice of such breach and description thereof. Upon receipt of notice of such election, Contractor shall pay to Housing Authority an amount equal to the pro-rata portion of the then current support services fees paid in advance, but unearned by, Contractor.

**19. TERMINATION FOR CONVENIENCE**

The Housing Authority reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

**20. CONTRACTOR'S WARRANTY OF ADHERENCE TO THE HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through contracts are in compliance with their court-ordered child, family and



spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers.

As required by the Housing Authority's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (hereinafter "CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**21. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH THE HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 "Contractor's Warranty of Adherence to the Housing Authority's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to Housing Authority under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Housing Authority may terminate this Agreement pursuant to Paragraph 19 (Termination For Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**22. POST MOST WANTED DELINQUENT PARENTS LIST**

Contractor acknowledges that the Housing Authority places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Housing Authority's policy to encourage all the Housing Authority contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The CSSD will supply Contractor with the poster to be used.

**23. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit

E “Safely Surrendered Baby Law Fact Sheet” of this Contract and is also available in Spanish on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**24. CONTRACTOR’S ACKNOWLEDGMENT OF HOUSING AUTHORITY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority’s policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The County’s Department of Children and Family Services will supply the Contractor with the poster to be used.

**25. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

**26. INDEPENDENT CONTRACTOR STATUS**

**26.1** This Agreement is by and between the Housing Authority and Contractor and not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Housing Authority and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

**26.2** Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. The Housing Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, workers’ compensation or disability benefits, Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.

**26.3** The employees and agents of Contractor or any of its subcontractors shall, while on the premises of the Housing Authority, comply with all rules and regulations of

the premises provided by the Housing Authority or known to Contractor, including, but not limited to, security requirements, and applicable Federal and State Laws.

**27. INSURANCE**

Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

|   |             |
|---|-------------|
| General Aggregate                       | \$2,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury         | \$1,000,000 |
| Each Occurrence                         | \$1,000,000 |

The Housing Authority of the County of Los Angeles ("the Housing Authority"), the Community Development Commission of the County of Los Angeles (the "Commission"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

- B. 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".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California.

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 |

- D. PROFESSIONAL LIABILITY INSURANCE in the amount of \$1 million per occurrence and aggregate.

Any self-insurance program and self-insured retention must be separately approved by the Housing Authority.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Housing Authority.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Housing Authority.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Housing Authority.

Contractor shall furnish the Housing Authority with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this Agreement.

**28. EMPLOYEES OF CONTRACTOR**

*Professional Conduct:* The Housing Authority does not and will not condone any acts, gestures, comments or conduct from Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. Contractor assumes all liability for the actions of Contractor's employees and subcontractors acting as agents for purposes of this Agreement and is responsible for taking appropriate action after reports of harassment are received by Contractor.

**29. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

**30. SAFETY STANDARDS AND ACCIDENT PREVENTION**

Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation.

**31. COMPLIANCE WITH LAWS**

Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. As the compensation under this Agreement is in excess of \$100,000 the Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Contractor shall comply with the following laws in Sections 32-41, inclusive.

**32. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**33. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**34. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

Contractor shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States

shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

**35. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

Contractor will, 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, sex or national origin.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures

authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**36. CONSIDERATION OF GAIN PARTICIPANTS FOR EMPLOYMENT**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meets Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN Division at (626) 927-5354 for a list of GAIN participants by job category.

**37. FEDERAL LOBBYIST REQUIREMENTS**

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**39. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

**40. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority to conduct business only with responsible contractors.
- B. Contractor is hereby notified that, if the Housing Authority acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar Contractor from bidding on the Housing Authority contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the Housing Authority.
- C. The Housing Authority may debar a contractor if the Housing Authority's Board of Commissioners finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County, the Housing Authority, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County, the Housing Authority or any other public entity.
- D. If there is evidence that Contractor may be subject to debarment, the Housing Authority will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.



- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Housing Authority's Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors and sub-consultants of the Housing Authority contractors.

#### **41. COMPLIANCE WITH JURY SERVICE PROGRAM**

##### Written Employee Jury Service Policy

1. It is Housing Authority's policy that unless Contractor has demonstrated to the Housing Authority's satisfaction either that Contractor is not a "Contractor" as defined below or that Contractor qualifies for an exception, Contractor shall have and adhere to a written policy that provides that its Employees (as defined below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph 41, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with the Housing Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or the Housing Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-

time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 41. The provisions of this Paragraph 41 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Housing Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the Housing Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph 41 may constitute a material breach of this Agreement, upon which the Housing Authority may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future the Housing Authority contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

#### **42. ACCESS AND RETENTION OF RECORDS**

Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

Contractor is required to retain the aforementioned records for a period of five (5) years after the Housing Authority pays final payment and other pending matters are closed under this Agreement.

**43. CONFLICT OF INTEREST**

No Housing Authority employee whose position with the Housing Authority enables such employee to influence the award of this Agreement or any competing agreements, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in the Housing Authority's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence the Housing Authority's approval or ongoing evaluation of such work.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor represents that, to the best of its knowledge, it is not aware of any facts, which do or could create a conflict of interest. If a party hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Housing Authority. Full written shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

**44. SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**45. INTERPRETATION**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

**46. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**47. PATENT RIGHTS**

The Housing Authority will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Agreement.

**48. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

**49. NOTICES**

The Housing Authority shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that the Housing Authority has actual knowledge of such injury or damage. The Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Ms. Rebecca Craigo, Director  
Assisted Housing Division  
The Housing Authority  
of the County of Los Angeles  
12131 Telegraph Road  
Santa Fe Springs, CA 90670-3722

Contractor: Javed Latif, Chief Financial Officer  
En Pointe Technologies Sales, Inc.  
100 N. Sepulveda Blvd., 19<sup>th</sup> Floor  
El Segundo, CA 90245

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**50. CONTINGENT FEES**

Contractor represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

**51. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. As with respect to claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

**52. NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Agreement, Contractor and the Housing Authority do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

**53. SURVIVAL**

The following provisions of this Agreement shall survive its expiration or termination for any reason:

- 13 (Confidentiality);
- 15 (Indemnification);
- 42 (Access and Retention of Records);
- 44 (Severability);
- 51 (Governing Law, Jurisdiction and Venue).

**54. ENTIRE AGREEMENT**

The body of this Agreement, together with the Recitals and all Exhibits thereto, constitutes the complete and exclusive agreement between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations relating to the subject matter of this Agreement.

**SIGNATURES**

IN WITNESS WHEREOF, the Contractor and the Housing Authority have executed this Agreement through their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

EN POINTE TECHNOLOGIES SALES,  
INC.

By \_\_\_\_\_  
Carlos Jackson  
Executive Director

By \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

## Exhibit A: Statement of Work

### **Assembly Service:**

#### **- Ensure proper Assembly of InfraStruXure™ Architecture**

APC's Assembly Services provide customers with APC Authorized service personnel to properly unpack, inspect, position and assemble all components of the InfraStruXure™ Solution in preparation for final input wiring and system Start Up. APC Authorized personnel will perform a visual inspection of all components to ensure that all equipment required on the CTO report has been received and is undamaged. In addition, our personnel will remove all packing materials to the customers' disposal area or container.

Assembly Services are available for six specific pieces of APC hardware to offer customized service solutions meeting the exact customer need. The hardware eligible for the Assembly Service is:

- NetShelter® VX Racks (1 – 5)
- Symmetra® PX UPS and/or PDU
- External Battery Frame

#### **Important Points:**

- Assembly Service is available for 7 x 24 scheduling
- Allow for a two-week lead-time for scheduling
- APC does not cut any holes in ceiling tiles or walls associated with assembly and installation of InfraStruXure™
- Assembly includes interconnection between “line-up and match” rack installations ONLY
- Only APC accessories are included in the Assembly Service

#### **InfraStruXure™ Base Building Block Equipment:**

Please note that your InfraStruXure™ Solution will include all of the following:

- Symmetra® PX UPS
- Power Distribution Unit
- NetShelter® VX
- Rack Mount PDU
- Environmental Monitoring Unit
- Extended Runtime Battery Frame

#### **On-Site Warranty: (Datacenter UPS only)**

##### **- Quick On-Site Support for mission critical data centers**

This service offering from APC includes 1-year On-Site repair service on the APC InfraStruXure™ Solution and 7 x 24 Telephone Technical Support. Parts, internal batteries (if applicable), labor and travel costs are all included in pricing listed in Exhibit B.

##### **· 1-Year Next Business Day On-Site Service**

APC will provide authorized personnel on-site next business day. The next business day is defined as the next day of normal business hours. The service request must be placed within defined local business hours.

## **InfraStruXure™ Base Building Block Equipment:**

Please note that your InfraStruXure™ Solution will include all of the following:

Symmetra® PX UPS  
Power Distribution Unit  
NetShelter® VX  
Rack Mount PDU  
Environmental Monitoring Unit  
Extended Runtime Battery Enclosure

### **Important Points:**

- Only available if APC Start Up Service has been purchased and completed
- The On-Site Service Agreement must be purchased before expiration of the factory warranty
- Can be combined with other APC service offerings for enhanced availability, e.g. Preventative Maintenance Visit

Area 1 (Datacenter UPS) is receiving 3 year on site warranty and Preventative Maintenance.  
Area 2 (closet) 3 year Express replacement warranty (APC ships modules to customer site – user serviceable)

### **Preventative Maintenance (Datacenter UPS only)**

2 visits total – suggested timeframe is a year after installation and then a year after that.

#### **- Maximize system uptime through preventative maintenance**

The Preventative Maintenance Visit includes a comprehensive visual, environmental and electronic inspection of the InfraStruXure™ solution, aimed at maximizing data center uptime by ensuring that the InfraStruXure™ components are performing to defined technical and environmental specifications.

- Verify that system environment is within specified conditions
- Verify proper airflow of fans
- Check system event log for any alarm entries and record logs
- Check all power terminals of system under load
- Check all remaining termination points
- Verify accuracy of System Bypass display voltage and current to the UPS
- Verify accuracy of System Bypass display voltage and current to the PDU, if applicable
- Spot-check random battery bus connection temperatures
- Visual inspection of the InfraStruXure™ solution, assuring that all power wires are properly seated and undamaged
- Check proper torque of power connections
- Test internal static bypass and service bypass operation, if applicable
- Battery verification test
- Clean all dust and debris from system

### **Important Points:**

Cost listed in Exhibit B includes labor and travel expenses  
Allow a two week lead time in service scheduling



## **Software Integration Service**

### **- Integration of APC software and software accessories for optimal UPS management**

The APC Network Integration Service is designed to ensure optimal integration between APC products and customer systems. Under this service, APC authorized personnel will perform on-site installation and integration of APC software and software accessories.

#### **· Product preparation**

Unpack, inventory, and attach all APC required cables  
Label UPS and APC accessories per customer request  
Mount all rack mountable APC products

#### **· Installation**

Install APC software and software accessories on defined systems

#### **· Configuration**

Configure APC software and software accessories per customer request

#### **· Integration**

Insert customer IP address and network settings, change accessory and software passwords per customer request and dress all APC and network cabling (attached to APC products)

#### **· Verification of equipment and Test Plan**

Perform Power-On self test  
Validate UPS and accessory operation  
Ping APC networked products  
Perform functional test per customer request (scheduled downtime might be required)  
Those tests are software shutdown verification (done on an entire datacenter if desired, or an isolated machine, including a laptop or a customer specified test machine); monitoring of the Power Distribution Units and Environmental Monitoring Units.  
Customer Sign off

### **Important Points:**

- Customer must ensure that UPS is installed and operational prior to Network Integration Visit
- Customer must provide required access to network systems (or provide a representative who has access)
- Customer must include access to systems for software installation, access to network connections, and access to UPS devices
- Customer must provide APC with information on non-standard applications installed on workstation/servers prior to visit
- Customer must provide raceway or routing path for APC network cabling
- Customer must complete the APC Network Integration On-Site Authorization Form
- This service is limited to currently manufactured APC products

Installation will be done by Pro Circuit Electric and managed by APC / EnPointe.

### **The following will be furnished and installed:**

1. 100 A, 480 V 3 phase circuit from main panel to a new transformer (storage area)
2. 75 KVA 480 V primary / 208 v secondary transformer with safety Disconnect Switch
3. 200 A, 208 V 3 phase circuit from new transformer to feed the UPS in MIS Computer Room
4. Four (4) 20 Amp, 120 V whips installed under the raised floor to feed existing racks.

## Time Line [Best Estimation]







Products are shipped 2 weeks after order is received

1 week transit time

Electrical installation – 1 week (2 week lead time)

On Site Set-up and Start-up – 2 days (2 week lead time)

Integration Service – 1 day, must be scheduled after installation and Start-up are performed – (2 week lead time)

| ID |    | Task Name                               | Duration       | Start             | Finish             |
|----|---|---|----------------|-------------------|--------------------|
| 1  |   | <b>Enpoint - APC</b>                    | <b>26 days</b> | <b>Wed 6/9/04</b> | <b>Wed 7/14/04</b> |
| 2  |    | Contract Executed                       | 1 day          | Wed 6/9/04        | Wed 6/9/04         |
| 3  |   | Order placed                            | 1 day          | Thu 6/10/04       | Thu 6/10/04        |
| 4  |   | Delivery Wait Time                      | 15 days        | Fri 6/11/04       | Thu 7/1/04         |
| 5  |    | Electrical Work ordered                 | 1 day          | Fri 6/11/04       | Fri 6/11/04        |
| 6  |   | Electrical Work Performed and Completed | 7 days         | Wed 6/16/04       | Thu 6/24/04        |
| 7  |  | APC Product Delivered                   | 1 day          | Fri 7/2/04        | Fri 7/2/04         |
| 8  |  | APC Setup and Startup                   | 2 days         | Mon 7/12/04       | Tue 7/13/04        |
| 9  |   | APC Intergration                        | 1 day          | Wed 7/14/04       | Wed 7/14/04        |
| 10 |   | Product Acceptance                      | 0 days         | Wed 7/14/04       | Wed 7/14/04        |
|    |   |   |                |                   |                    |
|    |   |   |                |                   |                    |
|    |   |   |                |                   |                    |
|    |   |   |                |                   |                    |
|    |   |   |                |                   |                    |
|    |   |   |                |                   |                    |

## Exhibit B: Product and Installation Pricing and Payment Terms

### Payment Terms

Contractor shall invoice The Housing Authority for products and The Housing Authority will pay Contractor's invoices for products net thirty (30) calendar days of acceptance and approval thereof; Contractor shall invoice The Housing Authority upon completion of the Services and The Housing Authority will pay Contractor's invoices for services net thirty (30) calendar days of completion of the acceptance and approval thereof.

### Bill of Materials for: Area 1 - Type B

|    |                            |   |
|----|----------------------------|---|
| 1  | SY20K40F                   | Symmetra PX 20kW Scalable to 40kW N+1, 208V   |
| 2  | SYPM10KF                   | Symmetra PX 10kW Power Module, 208V   |
| 3  | SYBT4                      | Symmetra PX Battery Module  |
| 4  | SYCFXR8                    | Symmetra PX Extended Run Premium Battery Cabinet  |
| 5  | SYBT4                      | Symmetra PX Battery Module  |
| 6  | PSX-PDU120V                | 120 V TYPE PDU  |
| 7  | ELECTRICAL SYSTEM 120V     | ELECTRICAL SYSTEM 120V  |
| 8  | 0G-PDRPPNX10-M             | S/A TYPE B PSX-PDU 208V IN W/MBP  |
| 9  | RACK COLOR                 | RACK COLOR  |
| 10 | 0M-1292                    | KIT PSX-PDU BLACK EXTERIOR  |
| 11 | DISTRIBUTION BREAKERS 120V | TYPE & AMP OF DISTRIBUTION CKT BRKS   |
| 12 | 0M-4264                    | 3-Pole, 20A Bolt-On Square D Breaker  |
| 13 | 0M-0218                    | S/A BLANK PNL 1P CKTBRK NAM PSX-PDU   |
| 14 | DISTRIBUTION CORDSETS 120V | OVERHEAD DISTRIBUTION CORDSETS  |
| 15 | 0M-0182-005                | CORDSET #12 5WIRE W/L21-20 5 FOOT   |
| 16 | 0M-0182-007                | CORDSET #12 5WIRE W/L21-20 7FOOT  |
| 17 | 0M-0182-009                | CORDSET #12 5WIRE W/L21-20 9FOOT  |
| 18 | INSTRUMENTATION 120V       | INSTRUMENTATION OPTIONS   |
| 19 | AR8108BLK                  | 1U Blanking Panel Kit (Qty 2) Black   |
| 20 | OPTIONS & ACCESSORIES 120V | OPTIONS AND ACCESSORIES   |
| 21 | 0G-PSX-B-UM-EN             | InfraStruXure Type B User Manual  |
| 22 | AP9224103                  | 24 PORT 10BT HUB  |
| 23 | AP9420                     | InfraStruXure Manager Appliance, 25 Node  |
| 24 | AR2100BLK                  | NetShelter VX 42U Enclosure w/Sides Black   |
| 25 | AR2101BLK                  | NetShelter VX 42U Enclosure w/out Sides Black   |
| 26 | AR8160ABLK                 | PDU Shielding Trough 600mm wide Black   |
| 27 | AR8161ABLK                 | NetShelter Shielding Trough 600mm wide Black  |
| 28 | AR8162ABLK                 | Shielding Partition Solid 600mm wide Black  |
| 29 | AR8163ABLK                 | Shielding Partition Pass-through 600mm wide Black   |
| 30 | AP9617                     | UPS Network Management Card   |
| 31 | AP9319                     | Environmental Monitoring Unit   |
| 32 | 3827GY-10                  | APC CAT 5 UTP 568B PATCH CABLE, GREY, RJ45 MALE TO RJ45 MALE, 24 PAIR, 24 AWG, STRANDED, PVC, 10 FT |

|    |                    |  |
|----|--------------------|--|
| 33 | 3827GY-15          | APC CAT 5 UTP 568B PATCH CABLE, GREY, RJ45 MALE TO RJ45 MALE, 4 PAIR, 24 AWG, STRANDED, PVC, 15 FT |
| 34 | 3827GY-25          | APC CAT 5 UTP 568B PATCH CABLE, GREY, RJ45 MALE TO RJ45 MALE, 4 PAIR, 24 AWG, STRANDED, PVC, 25 FT |
| 35 | AP7862             | Rack PDU, Metered, Zero U, 5.7kW, 120V, (42)5-20   |
| 36 | AP7863             | RackPDU,Metered,ZeroU,5.7kW,120/208V,(21)5-20&(6)L6-20   |
| 37 | AP7830             | Rack PDU, Metered, Zero U, 20A, 120V, (24)5-20   |
| 38 | WITG               | Software Integration Service   |
| 39 | WMTX               | 1-Year Remote Monitoring Service for InfraStruXure   |
| 40 | WASSEM1-5R-PX-20   | Scheduled Assembly Service for 1-5 Racks   |
| 41 | WASSEMEXBAT-PX-23  | Scheduled Assembly Service for (1) External Battery Frame for Symmetra PX 40 kW                    |
| 42 | WASSEMUPS-PX-21    | Scheduled Assembly Service for Symmetra PX 40 kW UPS and/or PDU                                    |
| 43 | WPMV7X24-PX-21     | (1) Preventive Maintenance Visit 7X24 for (1) Symmetra PX 40kW UPS and/or PDU                      |
| 44 | WPMV7X24-PX-23     | (1) Preventive Maintenance Visit 7X24 for (1) External Battery Cabinet for Symmetra PX 40kW        |
| 45 | WONSITENBD-PX-21   | 1 Year Next Business Day On-Site Service for Symmetra PX 40 kW UPS and/or PDU                      |
| 46 | WONSITENBD-PX-23   | 1 Year Next Business Day On-Site Service for (1) External Battery Frame for Symmetra PX 40 kW      |
| 47 | WPKONSITENBD-PX-21 | (1) Year On-Site Next Business Day Response Service Package Upgrade covering 1st year of ownership |
| 48 | WPKONSITENBD-PX-23 | (1) Year On-Site Next Business Day Response Service Package Upgrade covering 1st year of ownership |

| Line | Product Number | Description |
|------|----------------|-------------|
|------|----------------|-------------|

## Bill of Materials for: Area 2 - Type A

|   |                    |  |
|---|--------------------|--|
| 1 | SYH4K6RMT-TF3      | APC Symmetra RM 4kVA Scalable to 6kVA N+1 208/240V w/ 208 to 120V Step-Down Transformer (4) L5-20R |
| 2 | SYRMXR4B4          | APC Symmetra RM XR Frame w/4 SYBT2 208/240V  |
| 3 | AP7530             | Rack PDU, Basic, Zero U, 20A, 120V, (24)5-20   |
| 4 | SYPM2KU            | APC Symmetra RM 2-6kVA Power Module (2kVA)   |
| 5 | AR2100BLK          | NetShelter VX 42U Enclosure w/Sides Black  |
| 6 | AP9619U            | Environmental Monitor Upgrade Kit for AP9617   |
| 7 | WASSEMUPS-3R-SY-00 | Scheduled Assembly and Start-Up of (1) >5kVA Single Phase UPS and/or up to 3 Racks                 |

| Item                  | Part# / Mfg Name / Material Description                    | Qty in Stock | Quantity | Unit Price                  | Amount        |
|-----------------------|--|--------------|----------|-----------------------------|---------------|
| 0010                  | TEMP/<br>20 and 6 KVA UPS Systems<br><br>P/N:ISX042915-007 | 3-5 days*    | 1 EA     | 92,951.63                   | 92,951.63     |
| 0020                  | TEMP/<br>INSTALLATION AND DELIVERY<br><br>P/N:WPRJ         | 3-5 days*    | 1 EA     | 14,816.00                   | 14,816.00     |
|                       |  |              |          | Sub Total Amount            | \$ 107,767.63 |
|                       |  |              |          | Freight                     | \$            |
|                       |  |              |          | Handling Charge             | \$            |
|                       |  |              |          | Amount subject to sales tax | \$ 107,767.63 |
|                       |  |              |          | Sales tax-State             | \$ 6,466.06   |
|                       |  |              |          | Sales tax-Local             | \$ 2,180.00   |
|                       |  |              |          | Total Taxes                 | \$ 8,646.06   |
|                       |  |              |          | Total Amount...             | \$ 116,413.69 |
| <b>Customer Notes</b> |  |              |          |                             |               |

## Exhibit C: Required Forms and Certifications

### Contractor's EEO Certification

---

Contractor's Name

---

Address

---

Internal Revenue Service Employer Identification Number

#### GENERAL

In accordance with Subchapter VII of the *Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17*, and the *Americans with Disabilities Act of 1990*, CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

#### CONTRACTOR'S CERTIFICATION (check one)

- |    |  |                          |                          |
|----|--|--------------------------|--------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.  | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force.  | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.   | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables. | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |

---

Name and title of signer

---

Signature

---

Date

# Exhibit D: IRS Notice 1015 Earned Income Credit



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. October 2001)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

---

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers cannot claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

---

**Notice 1015**  
(Rev. 10-2001)



**No shame.**

**No blame.**

**No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.



### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

---

---

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

---

---

***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***