HOUSING AUTHORITY
of the County of Los Angeles
Administrative Office
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org

Carlos Jackson
Executive Director

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

February 6, 2008

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

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:

AWARD ONE-YEAR AGREEMENTS TO PROVIDE COUNTYWIDE ASBESTOS AND/OR LEAD CONSULTING SERVICES (ALL DISTRICTS)
(3 Vote)

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

1. Find that approval of one-year Asbestos and/or Lead Consulting Services Agreements is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.

2. Approve and authorize the Executive Director of the Community Development Commission (Commission) to execute one-year Asbestos and/or Lead Consulting Services Agreements (Agreements) with eight consulting firms identified in Attachment A, using the form of the attached sample Agreement, to provide asbestos and/or lead consulting services on a project-by-project as needed basis during the development and/or rehabilitation of affordable

housing, commercial and other facilities throughout the County of Los Angeles, to be effective upon execution by all parties, and to use as needed for this purpose a maximum aggregate amount of $745,000, to be incorporated into the Commission's approved 2007-2008 Fiscal Year budget.

3. Authorize the Executive Director of the Commission to execute additional Asbestos and/or Lead Consultant contracts with one or more consulting firms from among five other qualified proposals received, also identified in Attachment A, provided that the consulting rates of these additional firms do not exceed the rates provided in their respective proposals.

4. Authorize the Executive Director to execute amendments to the Agreements, following approval as to form by County Counsel, to extend the contract term for up to two additional years, in one-year increments, contingent upon the availability of funds.

5. Authorize the Executive Director to increase the aggregate contract amount by up to $74,500 for any unforeseen, needed asbestos and/or lead consulting services.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY:

1. Find that approval of one-year Asbestos and/or Lead Consulting Services Agreements is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action 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 one-year Asbestos and/or Lead Consulting Services Agreements (Agreements) with eight consulting firms identified in Attachment A, using the form of the attached Agreement, to provide asbestos and/or lead consulting services on a project-by-project, as needed basis during the development and/or rehabilitation of affordable housing, commercial and other facilities throughout the County of Los Angeles, to be effective upon execution by all parties, and to use as needed for this purpose a maximum aggregate amount of $80,000, to be incorporated into the Housing Authority's approved 2007-2008 Fiscal Year budget.

3. Authorize the Executive Director of the Housing Authority to execute additional Asbestos and/or Lead Consultant contracts with one or more consulting firms from among five other qualified proposals received, also identified in Attachment A, provided that the consulting rates of these additional firms do not exceed the rates provided in their respective proposals.

4. Authorize the Executive Director to execute amendments to the Agreements, following approval as to form by County Counsel, to extend the contract term for up to two additional years, in one-year increments, contingent upon the availability of funds.

5. Authorize the Executive Director to increase the aggregate contract amount by up to $8,000 for any unforeseen, needed asbestos and/or lead consulting services.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to enter into contracts to retain the services of eight consulting firms to provide asbestos and/or lead consulting services for the development and/or rehabilitation of affordable housing, commercial and other facilities benefiting the County of Los Angeles.

FISCAL IMPACT TO THE COUNTY/ FINANCING:

There is no impact on the County general fund.

The Commission will use a maximum aggregate amount of $745,000, to be incorporated into the Commission's approved 2007-2008 Fiscal Year budget, for the first year of services under the Agreements. A 10% contingency in the maximum aggregate amount of $74,500 is also being set-aside for unforeseen costs and projects, to be incorporated into the Commission's approved 2007-2008 Fiscal Year budget as needed. After the first year, the Commission may extend the Agreements for up to two additional years, in one-year increments, contingent upon the availability of funds.

The Housing Authority Agreements will parallel the Commission Agreements and will use a maximum aggregate amount of $80,000, to be incorporated into the Housing Authority's approved 2007-2008 Fiscal Year budget, for the first year of services under the Agreements. A 10% contingency in the maximum aggregate amount of $8,000 is also being set-aside for unforeseen costs and projects, to be incorporated into the Housing Authority's approved 2007-2008 Fiscal Year budget as needed. After the first year, the Housing Authority may extend the Agreements for up to two additional years, in one-year increments, contingent upon the availability of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Asbestos Hazard Emergency Response Act, the National Emissions Standards for Hazardous Air Pollutants and the South Coast Air Quality Management District have established regulatory requirements for the testing and abatement of asbestos. The U.S. Department of Housing and Urban Development (HUD) has established requirements for the reduction of lead-based hazards in federally assisted projects. In

addition, the Toxic Substances Control Act, the federal Occupational Health and Safety Administration, the California Code of Regulations, and the California Environmental Protection agency have established regulatory requirements for the testing and abatement of lead.

The proposed Agreements define the asbestos consulting services to be performed by the eight consulting firms identified in Attachment A. Over the initial one-year term, as required during the development and/or rehabilitation of affordable housing, commercial and other facilities, the firms will conduct the following activities: asbestos surveys; project design and monitoring (including review of construction contract documents, plans and specifications); limited (component-specific) sampling; abatement feasibility studies; pre-abatement (baseline) testing; cost estimates; on-site abatement monitoring during construction; clearance testing; and waste handling and disposal.

The proposed Agreements also define the lead consulting services to be performed by the eight consulting firms identified in Attachment A. Over the initial one-year term, as required during the development and/or rehabilitation of affordable housing, commercial and other facilities, the consulting firms will conduct the following activities: lead-based paint inspections; risk assessments; hazard assessments; limited sampling (component-specific); soil sampling; pre-abatement (baseline) testing; abatement project design and monitoring activities (including review of construction contract documents, plans and specifications); cost estimates; and clearance testing.

The one-year Agreements may be amended to incorporate specific sites and detailed statements of work for each project. The Agreements may also be amended to extend the time of performance for a maximum of two years, in one-year increments, and to include additional projects and compensation.

The consulting firms will be assigned projects on a project-by-project, as-needed basis and will receive compensation based on the statement of services performed. The addition of projects to each Agreement will be determined based on site needs, qualifications of the consulting firm in the various aspects of the testing process, and the complexity of the assignment. Each firm's cost of services will not exceed the costs accepted on the Cost Sheet submitted with its proposal in response to the Request for Proposals, or the negotiated dollar amount for individual asbestos or lead assignments or work programs.

On January 23, 2008, the Housing Commission recommended approval of the Agreements.

County Counsel has reviewed this letter, and the Agreements will be effective following execution by all parties.

Should any of the consulting firms identified in Attachment A require additional or replacement personnel during the term of the Agreements, 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 and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. The consulting firms will contact the County's GAIN/GROW Division for a list of participants by job category.

The attached form of Asbestos/Lead consulting services Agreement will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. This action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines Sections 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On September 27, 2007, a joint Request for Proposals (RFP) announcement was mailed to 467 consulting firms identified from the Commission's vendor list to identify firms to provide asbestos and/or lead consulting services. The announcement appeared in ten local newspapers covering each geographical region of the County. The RFP was released on October 2, 2007, and was posted on both the County and the Commission websites. Twenty-seven RFP packages were downloaded from the Commission's website, and 17 RFP packages were distributed electronically in response to e-mail requests for the RFP.

Thirteen proposals were received by the October 22, 2007 deadline.

The Summary of Outreach Activities is provided as Attachment B.

IMPACT ON CURRENT PROGRAMS:

The proposed Agreements will provide Countywide asbestos and/or lead consulting services for the development and/or rehabilitation of affordable housing, commercial and other facilities throughout the County of Los Angeles.

Respectfully submitted,

for CARLOS JACKSON
Executive Director

Attachments: 3

Attachment A
Proposed Firms for Award of Asbestos and/or Lead Consulting Services Agreements

Top Eight Ranked Firms:

- Allstate Services Environmental, Inc.
- ATC Associates, Inc.
- A-Tech Consulting, Inc.
- Bainbridge Environmental Consultants
- Barr & Clark
- H2 Environmental Consulting Services, Inc.
- Lead Tech Environmental
- National Econ Corporation

Remaining Five Firms:

- CTL Environmental Services
- Aurora Industrial Hygiene
- Converse Consultants
- Bureau Veritas North America, Inc.
- Gale/ Jordan Associates, Inc.

ATTACHMENT B

AGREEMENTS FOR ASBESTOS/ LEAD CONSULTING SERVICES

Summary of Outreach Activities

On September 27, 2007, the following outreach was initiated to identify qualified firms to provide asbestos and/or lead consulting services.

A. Newspaper Advertising

Announcements appeared in the following 10 local newspapers:

La Opinion	The Daily News
International Daily News	L.A. Sentinel
Eastside Sun	Los Angeles Times
Long Beach Press Telegram	Agua Dulce News
Antelope Valley Press	

Wave Community Newspapers: The Westside, West and East Editions

B. Distribution of Request for Proposals (RFP) Packets

The Commission's vendor list was used to mail out the RFP to 467 asbestos and/ or lead consulting firms, of which 179 identified themselves as businesses owned by minorities or women (private firms which are 51% owned by minorities or women, or publicly-owned businesses in which 51% of the stock is owned by minorities or women). A total of 44 firms received copies of the RFP either by mail or by downloading the RFP package from the Commission's website.

C Proposal Results

By the deadline of October 22, 2007, 13 proposals were received from 13 firms; of which three firms indicated they are female-owned, one firm indicated it is female minority-owned and one firm indicated it is minority-owned. On November 19, 2007, the Lead/Asbestos Proposal Review Panel, comprised of five representatives from the Commission, met to review the sample reports and professional qualifications of the firms responsive to the RFP requirements. After the evaluation and review process was completed, the Review Panel is recommending eight firms for award of contracts.

Top Eight Ranked Firms:

Firm	**Total Evaluation Score**
Allstate Services Environmental, Inc. **	766.50
ATC Associates, Inc.	654

A-Tech Consulting, Inc. **	744
Bainbridge Environmental Consultants	682.50
Barr & Clark	752
H2 Environmental Services, Inc.*	731.50
Lead Tech Environmental	681.50
National Econ Corporation	758

Remaining Five Firms:	**Total Evaluation Score**
CTL Environmental Services	646
Aurora Industrial Hygiene**	635
Converse Consultants	635
Bureau Veritas North America, Inc.	593
Gale/ Jordan Associates, Inc.	558.50

*Minority/female-owned firm
**Female-owned firm

D. Participation of Minorities and Women - Firms Selected

Firm Name	Ownership		Employees
Allstate Services Environmental, Inc.	Female	Total	13
		2	Minorities
		8	Women
		15%	Minorities
		62%	Women
A-Tech Consulting, Inc.	Female	Total	9
		5	Minorities
		4	Women
		56%	Minorities
		44%	Women
Bainbridge Environmental Consultants	Minority	Total	11
		6	Minorities
		5	Women
		55%	Minorities
		45%	Women
Barr & Clark	Non-Minority	Total	7
		2	Minorities
		3	Women
		29%	Minorities
		43%	Women

Firm Name	Ownership	Employees
H2 Environmental Services, Inc.	Minority/Female	Total 15 8 Minorities 4 Women 53% Minorities 27% Women
Lead Tech Environmental	Non-Minority	Total 7 2 Minorities 1 Women 29% Minorities 14% Women
National Econ Corporation	Non-Minority	Total 12 3 Minorities 2 Women 25% Minorities 17% Women
ATC Associates	Non-Minority	Total 1500 376 Minorities 507 Women 25% Minorities 34% Women
Aurora Industrial Hygiene	Female	Total 13 3 Minorities 4 Women 23% Minorities 31% Women
Gale/ Jordan Associates, Inc.	Non-Minority	Total 15 4 Minorities 2 Women 27% Minorities 13% Women
Bureau Veritas North America, Inc.	Non-Minority	Total 1981 321 Minorities 529 Women 16% Minorities 27% Women

Firm Name	Ownership		Employees
Converse Consultants	Non-Minority	Total	327
		86	Minorities
		56	Women
		26%	Minorities
		17%	Women
CTL Environmental Services	Non-Minority	Total	32
		15	Minorities
		13	Women
		47%	Minorities
		41%	Women

The Commission encourages the participation of minorities and women in the contract award process, including: providing information about the Commission at local and national conferences, conducting seminars for minorities and women regarding programs and services, advertising in newspapers to invite placement on the vendor list, and mailing information to associations which represent minorities and women. The above information has been voluntarily provided by the firms which participated in the outreach program.

The recommendation to award the Appraisal Services Agreements to the above firms is being made in accordance with federal regulations, and without regard to race, creed, color, gender, or sexual orientation.

ATTACHMENT C
SAMPLE CONTRACT
ASBESTOS AND/OR LEAD
CONSULTING SERVICES

This Contract is made and entered into this _____ day of _____, _____, by and between the Community Development Commission/Housing Authority of the County of Los Angeles (Commission/Housing Authority) and the Housing Authority of the County of Los Angeles (Housing Authority), hereinafter referred to as "Commission/Housing Authority", and _____, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed asbestos and consulting services. On _____, _____, in response to the Commission's/Housing Authority's Request for Proposals, Contractor submitted a proposal to furnish the hereinafter-described asbestos and/or lead consulting services to the Commission/Housing Authority, and the forty-seven (47) small cities and several community–based organizations participating in the Urban County Community Development Block Grant (CDBG) Program.

TERM AND CONDITITONS

2. DEFINITIONS

The terms and phrases in this paragraph shall have the particular meanings set forth in this Paragraph 3 whenever such terms are used in this Contract.

A. Board
"Board" shall mean the Board of Commissioners of the County of Los Angeles.

B. Contract
"Contract shall mean the written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract shall include the statement of work and exhibits, together with any special provisions thereof, included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

C. Contractor
"Contractor" shall mean the person or persons, partnership, joint venture, corporation or other entity whom has entered into an agreement with the Commission/Housing Authority to perform or execute the work covered by these specifications.

D. Contract Work
"Contract Work" shall mean the entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the statement of work and exhibits covered by this Contract.

E. County
"County" shall mean the County of Los Angeles, California.

F. CPI Adjustment
"CPI Adjustment" shall mean a percentage increase to the fees for asbestos and/or lead services specified in Attachment B – Fee Schedule. This proportional increase shall be an amount equal to the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Los Angeles Region, for the most recently published percentage change for the 12-month period preceding the then-current Contract Anniversary date.

G. Day(s)
"Day" or "Days," whether singular or plural, shall mean calendar days (not Business Days).

H. Deficiency(ies)
"Deficiency" or "Deficiencies," whether singular or plural, shall mean and include any material deviation(s) from the requirements described in the Attachment A – Statement of Work.

I. Effective Date
"Effective Date" shall mean the date this Contract has been executed by both the

J. Executive Director
"Executive Director" shall mean the executive director of the Commission/Public Agencies or designee; as used herein, includes the director of each division and/or their authorized representative(s).

K. Fee Schedule
"Fee Schedule" shall mean the schedule of prices located in Attachment B – Fee Schedule.

L. Services
"Services" shall mean the services provided by the Contractor to the Commission/Housing under this Contract

M. State
"State" shall mean the State of California

N. Term
"Term" shall have the meaning set forth in Paragraph 4 (Term).

3. TERM

This Contract shall commence as of the day and year first above written and shall remain in full force and effect until _____, _____ unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Commission/Housing Authority.

4. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's/Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

5. COMPENSATION

Contractor will submit to the Commission an invoice on a form approved by the Commission for services rendered on a monthly schedule. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt of the invoice. The yearly amount of compensation under this Contract will not exceed _____ Dollars ($_____), and the total amount of compensation under this Contract will not exceed _____ Dollars ($_____). The Commission/Housing Authority guarantees no amount of work to the Contractor. The Commission/Housing authority in its sole discretion may determine work assignments.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The following condition must be met to fulfill this Contract and ensure prompt payment.

The Contractor will submit a monthly invoice on a form approved by the Commission for services rendered, and this invoice must be approved by the Commission.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract

6. SOURCE AND APPROPRIATION OF FUNDS

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

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

7. TERMINATION FOR IMPROPER CONSIDERATION

The Commission/Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission/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 Commission/Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Commission/Housing Authority Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission/Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission/Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission/Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission/Housing Authority sole discretion, against the claims, which the Contractor may have against the Commission/Housing Authority. However, the

Commission/Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission/Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission/Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission/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.

9. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission/Housing Authority.

10. SUBCONTRACTING

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

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

11. INSURANCE

The Contractor shall procure and maintain at Contractor's expense for the duration of this Contract 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 Community Development Commission/Housing Authority of the County of Los Angeles, the Housing Authority of the County of Los Angeles, the County of Los Angeles, and their officials and employees, shall be covered as insureds 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 worker's 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 (errors and omissions) in an amount not less than One Million Dollars ($1,000,000) aggregate per claim.

The purpose of this insurance is to cover all claims for professional services being provided to the Housing Authority for the County of Los Angeles and the Community Development Commission for the County of Los Angeles, which includes but is not limited to architectural, engineering, surveying, real estate and medical services. If this agreement is not subject to professional liability insurance it is the responsibility of the party contracting with the Housing Authority for the County of Los Angeles or the Community Development Commission for the County of Los Angeles to obtain separate written approval to eliminate this requirement. Further, the Housing Authority for the County of Los Angeles, the Community Development Commission for the County of Los Angeles, the County, their officials, agents, and employees shall be covered as additional insureds.

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

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

The Contractor shall furnish the Commission/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 Contract shall constitute a material breach of contract upon which the Commission/Housing Authority may immediately terminate this Contract.

12. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Community Development Commission/Housing Authority of the County of Los Angeles, Housing Authority of the County of Los Angeles (Housing Authority), County of Los Angeles (County), 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 Contract.

13. COMMISSION/HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Commission/Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission/Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commission/Housing Authority. The report will include improvement/corrective action measures taken by the Commission/Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure,

the Commission/Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission/Housing Authority in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

14. TERMINATION FOR CONVENIENCE

The Commission/Housing Authority reserves the right to cancel this Contract 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.

15. TERMINATION FOR CAUSE

This Contract may be terminated by the Commission/Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission/Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission/Housing Authority within the time specified in such notice, the Commission/Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission/Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission/Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission/Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission/Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

16. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION/HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Commission/Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Commission/Housing Authority through a Contract, 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 of the County of Los Angeles.

As required by Commission/Housing Authority Child Support Compliance Program 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 Contract, 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 CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

17. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION/HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission/Housing Authority CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission/Housing Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission/Housing Authority may terminate this contract pursuant to Paragraph 15 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission/Housing Authority Policy.

18. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission/Housing Authority's policy to strongly encourage all 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 Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

19. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission/Housing Authority and the Contractor.

20. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Commission/Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission/Housing Authority under this Contract.

Professional Conduct: The Commission/Housing Authority does not and will not condone any acts, gestures, comments or conduct from the 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 Commission/Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Commission/Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Commission/Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

21. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

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

22. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

23. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, 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, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of $100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

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

The Contractor shall comply with the following laws in Sections 24-33, inclusive, and 42-44, inclusive.

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

The 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.

25. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The 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.

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

The 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 Contract on the basis of age or with respect to an otherwise qualified disabled individual.

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

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The 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. The 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.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract 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. The 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.

The 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 Commission/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 Contract or with any of such rules, regulations or orders, this Contract may be

canceled, terminated or suspended in whole or in part and the 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.

The 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. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission/Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission/Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

28. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the 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 or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

29. 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 Contract, 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.

30. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The 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.

31. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

32. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor, consultant, vendor, or operating agency 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 Commission/Housing Authority, Housing Authority, and County to conduct business only with responsible contractors.

B. The Contractor is hereby notified that if the Commission/Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission/Housing Authority may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission/Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission/Housing Authority.

C. The Commission/Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners find, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County,

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 the Commission, Housing Authority, County, or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Commission/Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the 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. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission/Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission/Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission/Housing Authority.

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where

evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the 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.

I. These terms shall also apply to subcontractors and subconsultants of County, Commission/Housing Authority, or Housing Authority contractors, consultants, vendors and operating agencies.

33. COMPLIANCE WITH JURY SERVICE PROGRAM

A. Unless the Contractor has demonstrated to the Commission/Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five 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 the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County 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 contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 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 County, 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 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 County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

C. If the Contractor is not required to comply with the Jury Service Program when the 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 County 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 County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County'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.

D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission/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 the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
The Contractor is required to retain the aforementioned records for a period of five years after the Commission/Housing Authority pays final payment and other pending matters are closed under this Contract.

35. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission/Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission/Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission/Housing Authority's interest and the interests of the third parties.

36. SEVERABILITY

In the event that any provision herein 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.

37. INTERPRETATION

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

38. 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.

39. PATENT RIGHTS

The Commission/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 Contract.

40. COPYRIGHT

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

41. NOTICES

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

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

The Commission/Housing Authority: (*Division's contact person*)

The Contractor: (*Contractor contact person*)

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. The Contractor and the Commission/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.

42. 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 *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

43. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION/HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission/Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission/Housing Authority's policy to encourage all Commission/Housing Authority Contractors to voluntarily post the Commission/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 Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

44. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission/Housing Authority seeks to ensure that all Commission/Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Commission/Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

45. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

A. Statement of Work
B. Fee Schedule
C. Required Contract Forms
D. Required Contract Notices

/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/

SIGNATURES

IN WITNESS WHEREOF, the Commission/Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT
COMMISSION/HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

By

_____

Carlos Jackson
Executive Director

(*Name of Contractor*)

By

_____

(*Name of Authorized Representative*)
(*Title of Representative*)

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By_____

(*Grace Chang*)
Deputy

APPROVED AS TO PROGRAM:
(*Division Name*) DIVISION

By_____

(*Name of Director*)
Director

ATTACHMENT A

STATEMENT OF WORK

STATEMENT OF WORK

(**Insert language**)

ATTACHMENT B

FEE SCHEDULE

FEE SCHEDULE

(Insert language/cost information)

ATTACHMENT C

REQUIRED CONTRACT FORMS

(Insert all applicable required forms)

ATTACHMENT D

REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission/Housing Authority and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, **http://caag.state.ca.us/**, contains much information helpful to regulated charitable organizations.

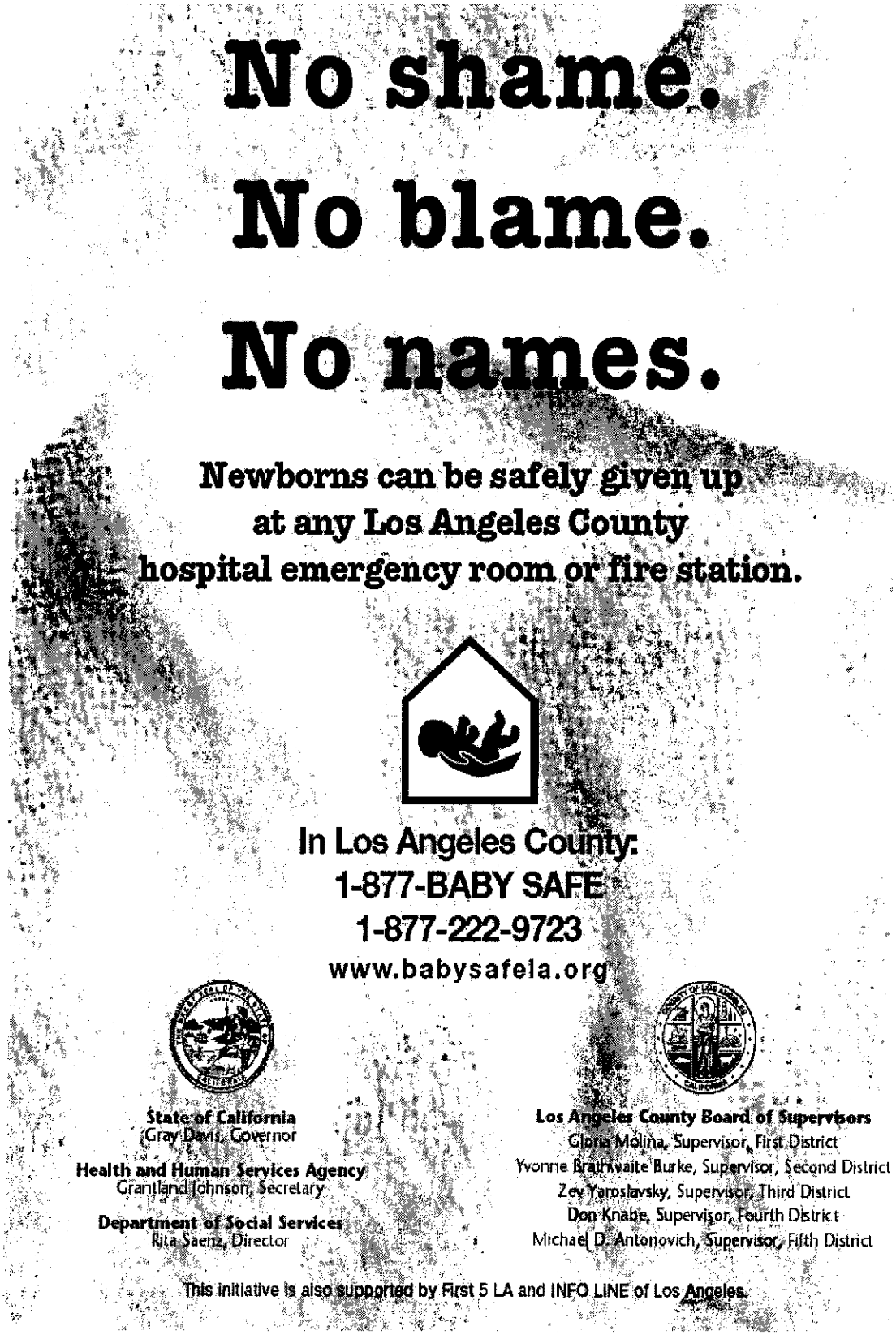
1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: **http://caag.state.ca.us/charities/statutes.htm**.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management,* 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 **http://www.cnmsocal.org/**, and statewide, the *California Association of Nonprofits,* **http://www.canonprofits.org/**. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission/Housing Authority of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the

'hat is the Safely Surrendered Baby Law?

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

ow does it work?

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

'hat if a parent wants the baby back?

rents who change their minds can begin the process of
claiming their newborns within 14 days. These parents should
ll the Los Angeles County Department of Children and Family
rvices at 1-800-540-4000.

an only a parent bring in the baby?

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

oes the parent have to call before bringing in the baby?

. A parent can bring in a baby anytime, 24 hours a day, 7 days
week so long as the parent gives the baby to someone who
rks at the hospital or fire station.

oes a parent have to tell anything to the people king the baby?

. However, hospital personnel will ask the parent to fill out a
estionnaire designed to gather important medical history
ormation, which is very useful in caring for the child. Although
couraged, filling out the questionnaire is not required.

hat happens to the baby?

e baby will be examined and given medical treatment, if needed.
en 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.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

é es la Ley de Entrega de Bebés Sin Peligro?

ey de Entrega de Bebés Sin Peligro de California permite
padres entregar a su recién nacido confidencialmente.
ipre que el bebé no haya sufrido abuso ni negligencia,
es pueden entregar a su recién nacido sin temor a ser
tados o procesados.

mo funciona?

idre/madre con dificultades que no pueda o no quiera cuidar
recién nacido puede entregarlo en forma legal, confidencial y
ra, dentro de los tres días del nacimiento. El bebé debe ser
gado a un empleado de una sala de emergencias o de un
el de bomberos del Condado de Los Angeles. Siempre que
bé no presente signos de abuso o negligencia, no será
sario suministrar nombres ni información alguna. Si el
e/madre cambia de opinión posteriormente y desea recuperar
bebé, los trabajadores utilizarán brazaletes para poder
llarlos. El bebé llevará un brazalete y el padre/madre recibirá
azalete igual.

é pasa si el padre/madre desea recuperar bebé?

adres que cambien de opinión pueden empezar el proceso de
mar a su recién nacido dentro de los 14 días. Estos padres
rán llamar al Departamento de Servicios para Niños y Familias
artment of Children and Family Services) del Condado de Los
les, al 1-800-540-4000.

o los padres podrán llevar al recién nacido?

mayoría de los casos, los padres son los que llevan al
. La ley permite que otras personas lleven al bebé si tienen
stodia legal del menor.

s padres deben llamar antes de llevar al bebé?

El padre/madre puede llevar a su bebé en cualquier
ento, las 24 horas del día, los 7 días de la semana,
tras que entregue a su bebé a un empleado del hospital
un cuartel de bomberos.

necesario que el padre/madre diga algo a las sonas que reciben al bebé?

Sin embargo, el personal del hospital le pedirá que llene un
tionario con la finalidad de recabar antecedentes médicos
rtantes, que resultan de gran utilidad para los cuidados que
irá el bebé. Es recomendado llenar este cuestionario, pero
s obligatorio hacerlo.

é ocurrirá con el bebé?

bé será examinado y, de ser necesario, recibirá tratamiento
co. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.