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ADOPTED
BOARD OF COMMISSIONERS
HOUSING AUTHORITY

June 10, 2008

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SACHI A. HAMAI
EXECUTIVE OFFICER

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 CONTRACTS TO PROVIDE COUNTYWIDE RELOCATION SERVICES (ALL DISTRICTS) (3 Vote)

SUBJECT

This letter requests approval of one-year contracts with four consultants to provide relocation services to the Housing Authority. The firms will be assigned relocation projects and will receive compensation based on the scope of services performed, on a project-by-project basis.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the execution of one-year Contracts for Consulting Services (Contracts) is not subject to the California Environmental Quality Act (CEQA) because the proposed activity will not have the potential for causing a significant effect on the environment.

2. Approve and authorize the Executive Director to execute one-year Contracts with Del Richardson & Associates, Paragon Partners, Ltd., Epic Land Solutions, Inc., and Overland, Pacific & Cutler, Inc., using substantially the form of the attached contract, the aggregate amount of which will not exceed $500,000, to provide relocation consulting services on a project-by-project basis for various housing projects throughout the County of Los Angeles, to be effective upon approval by County Counsel and execution by all parties.

3. Authorize the Executive Director to execute amendments to the one-year Contracts, following approval as to form by County Counsel, to extend the time of performance for a maximum of two years, in one-year increments, in the aggregate amount of $500,000 for the second year and $500,000 for the third year, using funds to be approved through the annual budget process.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to enter into Contracts with four firms to provide relocation consulting services for various housing projects throughout the County of Los Angeles.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The maximum aggregate amount for all three years of the Contracts, if fully extended, will be $1,500,000.

For the first year of services under the Contracts, the Housing Authority will use a maximum of $500,000, comprised of HUD funds included in the Housing Authority's proposed fiscal year 2008-2009 budget.

After the first year, the Housing Authority may extend the Contracts for an additional two years, in one-year increments, in the total aggregate amount of $500,000 for the second year and $500,000 for the third year, contingent upon the availability of funds. Funds for years two and three of the Contracts, if extended, will be requested through the Housing Authority's annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Uniform Relocation and Real Properties Acquisitions Act of 1970, as amended, governs the relocation activities of all federal and federally-funded agencies. Agencies are to provide relocation advisory services and provide monetary and/or other relocation benefits to individuals and businesses that are displaced as the result of housing, economic development, redevelopment, and environmental projects. The State of California adopted legislation in 1972 with similar requirements. Relocation services are also required when displacement occurs as a result of environmental rehabilitation activities such as noise reduction, asbestos and lead-based paint abatement, and seismic retrofitting of structures.

The proposed Contracts define the basic services to be performed by the four firms over the initial one-year term, including the following relocation activities: meeting with displaced individuals and businesses, determining eligibility for relocation assistance, preparing relocation assistance notices and claim forms, conducting replacement

replacement dwelling inspections, and completing other related functions. The Contracts may be amended to incorporate specific sites, and detailed scopes of work for each project. The Contracts 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 firms will be assigned relocation projects and will receive compensation based on the scope of services performed on a project-by-project basis. The addition of projects to each contract will be determined based on the relocation needs, qualifications of the consultant in the various aspects of the relocation process, and the complexity of the assignment. The cost of services will not exceed the negotiated dollar amount for individual relocation assignments or work programs.

Should the firms require additional or replacement personnel after the effective date of the Contracts, the firms 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.

The Contracts will be effective following approval by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

The proposed execution of the Contracts is exempt from the National Environmental Policy Act (NEPA) 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. The activities are also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On March 4, 2008, a Request for Proposals (RFP) process was initiated to identify firms to provide relocation consulting services. An RFP announcement was mailed to 63 relocation consulting firms, which were identified from the Housing Authority's vendor list. Announcements appeared in eight newspapers in the County, (see Attachment A) and on the County's WebVen website. A copy of the RFP was also posted on the Housing Authority's website.

Nine firms submitted proposals. Two proposals failed to meet the minimum requirements of the RFP and were disqualified. The remaining proposals were

evaluated, and based on the RFP requirements and the rating process, Overland, Pacific & Cutler, Inc., Paragon Partners, Ltd., Del Richardson & Associates, and Epic Land Solutions, Inc., were selected for inclusion on a list of firms to be utilized on a project-by-project basis.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROGRAMS:

The proposed Contracts will provide Countywide relocation services for various housing projects throughout the County of Los Angeles.

Respectfully submitted,

for CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

CONTRACTS FOR RELOCATION SERVICES

Summary of Outreach Activities

On March 4, 2008, the following outreach was initiated to identify qualified firms to provide relocation consulting services.

A. Request for Proposal Advertising

A Request for Proposals (RFP) announcement appeared in the Los Angeles Daily News on March 3, 2008. It also appeared in the following newspapers on March 13, 2008:

Eastside Journal	Montebello News	Southwest Wave
Los Angeles Sentinel	Downey Herald American	La Opinion
International Daily News		

The announcement was also posted on the County's WebVen website.

B. Distribution of Proposal Packets

The Housing Authority's vendor list was used to mail out the RFP to 63 relocation consulting firms, of which 34 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). A total of 33 firms received copies of the RFP by downloading the RFP package from the Housing Authority's website.

C. Proposal Results

By the deadline of April 4, 2008, RFPs were received from nine firms, of which 7 firms indicated they are minority-owned and/or female-owned. The proposals were evaluated, and based on the RFP requirements and rating process, Overland, Pacific & Cutler, Inc., Paragon Partners, Ltd., Del Richardson & Associates, and Epic Land Solutions, Inc., were selected for inclusion on a list of firms to be utilized on a project-by-project basis.

D. Minority/Female Participation – Firms Selected for Pre-Qualified List

Firm Name	Ownership	Employees
Overland, Pacific & Cutler, Inc.	Non-Minority	108 Total 32 Minorities 50 Women 30% Minority 46% Women
Epic Land Solutions, Inc.	Female	50 Total 16 Minorities 16 Women 32% Minority 32% Women
Del Richardson & Associates, Inc.	Female/Minority	32 Total 25 Minorities 17 Women 78% Minority 53% Women
Paragon Partners, Ltd.	Female	80 Total 22 Minorities 28 Women 27% Minority 35% Women

E. Minority/Female Participation – Firms Not Selected

Henry Nunez Coordinated Land Services	Minority	53 Total 31 Minorities 24 Women 58% Minority 77% Women
Shober Consulting Inc.	Non-Minority	10 Total 4 Minorities 3 Woman 40% Minority 30% Women

Firm Name	Ownership	Employees
Pearce Consulting Inc.	Female	9 Total 6 Minorities 7 Woman 66% Minority 77% Women
Pacifica Luxury Properties	Minority	14 Total 10 Minorities 11 Woman 71% Minority 78% Women
CRI Appraisals	Minority/Female	2 Total 2 Minorities 2 Woman 100% Minority 100% Women

The Housing Authority encourages the participation of minorities and women in the contract award process including: providing information about the Housing Authority at local and national conferences; conducting seminars for minorities and women regarding the Housing Authority's 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 above firms.

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

CONTRACT FOR
RELOCATION CONSULTING SERVICES

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

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed relocation consulting services. On April 4, 2008, in response to the Housing Authority's Request for Proposals, Contractor submitted a proposal to furnish the hereinafter-described relocation consulting services to the Housing Authority.

TERM AND CONDITIONS

2. DEFINITIONS

A. Board
"Board" shall mean the Board of Commissioners of the Housing Authority 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 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 acquisition and relocation 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 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 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 Housing Authority.

4. CONTRACTOR'S RESPONSIBILITIES

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

5. COMPENSATION

Contractor will submit to the Housing Authority an invoice on a form approved by the Housing Authority for services rendered on a monthly schedule. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt of the invoice. The yearly amount of compensation under this Contract will not exceed Five Hundred Thousand Dollars ($500,000), and the total amount of compensation under this Contract will not exceed One Million Five Hundred Thousand Dollars ($1,500,000). The Housing Authority guarantees no amount of work to the Contractor. The Housing Authority in its sole discretion may determine work assignments.

The Contractor shall be paid in accordance with the Housing Authority'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 Housing Authority for services rendered, and this invoice must be approved by the Housing Authority.

The 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 the Contractor after the expiration or other termination of this Contract. Should the 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 Contract 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 Contract.

6. SOURCE AND APPROPRIATION OF FUNDS

The 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 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 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 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 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 Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the 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 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 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 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 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 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 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 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 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 of 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 of the County of Los Angeles to obtain separate written approval to eliminate this requirement. Further, 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 officials, agents, and employees shall be covered as additional insureds.

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.

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

12. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority of the County of Los Angeles, Community Development Commission of the County of Los Angeles (Commission), 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. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The 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 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 Housing Authority. The report will include improvement/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 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 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 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 Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the 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 Housing Authority within the time specified in such notice, the 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 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 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 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 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 HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the 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 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 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 Housing Authority CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to 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 Housing Authority may terminate this contract pursuant to Paragraph 15 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to 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 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 Housing Authority and the Contractor.

20. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the 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 Housing Authority under this Contract.

Professional Conduct: The 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 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. 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 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 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 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 Housing Authority, Housing Authority, and County to conduct business only with responsible contractors.

B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the 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 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 Housing Authority.

C. The 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 Housing Authority, Housing Authority, or County, or a nonprofit corporation created by the Housing Authority, 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 Housing Authority, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Housing Authority, 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 Housing Authority, Housing Authority, County, or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the 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 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 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 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, 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 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 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 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 Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the 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 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 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 Housing Authority and the Housing Authority holds all the rights to said data.

41. NOTICES

The 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 Housing Authority has actual knowledge of such injury or damage. 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 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 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 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 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 Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the 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

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SIGNATURES

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

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

Deputy

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

By

(*Name of Director*)
Director

APPENDIX A
STATEMENT OF WORK

1.0 SCOPE OF WORK

The Community Development Commission (Commission)/Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing and community development agency. The Commission and the Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission and the Housing Authority maintains many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

The Commission/Housing Authority is seeking a qualified contractor to provide acquisition and relocation services.

2.0 GENERAL REQUIREMENTS

Acquisition and Relocation services conducted by the contractor on behalf of the Commission/Housing Authority shall include, but is not limited to, the following *Statement of Work*:

2.1 The Contractor shall provide qualified personnel with a minimum of three (3) years experience to perform all work in accordance with this *Statement of Work*.

2.2 The Contractor shall have current CA Real Estate Brokers license.

2.3 The Contractor must demonstrate experience in federally and state funded acquisition and relocation projects governed by such laws as indicated in Section 3.0 of this *Statement of Work*.

2.4 The Contractor shall act in such a manner as to insure that the property owner(s) and other displaced occupants are informed of their basic rights and protections and receive treatment and compensation that is just and fair to the public.

3.0 SPECIFIC WORK REQUIREMENTS

The Contractor must be able to demonstrate knowledge and ability to act in compliance with all applicable laws including the following federal and state laws, regulations and policies that apply to the Commission/Housing Authority's Acquisition and Relocation program:

- Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.) 49 CFR Part 24, as further amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, Title IV of Pub. L. 100-17.

- Federal Highway Administration (FHWA) Acquisition and Relocation Policies and Provisions for Federally Assisted Programs and Projects.

- Tenant Assistance, Relocation and Real Property Acquisition Handbook HUD TRANSMITAL 1378

- Relocation Regulations of the Department of Housing and Urban Development.

- Section 104(d) of the Housing & Community Development Act of 1974.

- Commission Acquisition and Relocation Policies and Procedures

- Commission Relocation Policies and Procedures Handbook and its supplemental information.

- Land Acquisition and Relocation Assistance for Airport Projects; ORDER 5100.37A

- California Eminent Domain laws.

- California Relocation Assistance Law.

- California Relocation Assistance and Real Property Acquisition Guidelines California Code of Regulations Ch. 6, Art. 1, Section 6000 *et seq.*).

- Uniform Standards of Professional Appraisal Practices (USPAP).

- California Relocation Assistance Law.

- Relocation Regulation of the California Housing and Community Development Agency.

3.1 Acquisition Services

The Contractor shall provide the following services to assist the Commission/Housing Authority in the acquisition of property:

3.1.1 The Contractor shall obtain ownership information and initiate contact with property owners to obtain authorization to proceed with property appraisal(s).

3.1.2 The Contractor shall review title reports, appraisals and other relevant documents for the property being acquired by the Commission/Housing Authority. Acquisition agents will familiarize themselves with all relevant documents for the professional conduct of contract negotiations.

3.1.3 The Contactor shall submit written report identifying ownerships that must be considered in each acquisition.

3.1.4 The Contractor shall prepare draft offer letter(s) with appraisal summary statement(s) and list(s) of compensable items of fixtures and equipment in accordance with applicable federal, state and county regulations and policies, and the approval of Commission/Housing Authority' legal counsel.

3.1.5 The Contractor shall prepare all acquisition agreements and other required documents necessary for the completion of the acquisition assignment in accordance with federal, state and county regulations. All agreements and other documents are subject to approval by the Commission/Housing Authority' legal counsel.

3.1.6 The Contractor shall personally negotiate with property owner(s), business owner(s), and tenant(s)/lessee(s), or their appointed representatives, for the purchase of the required property rights. Whenever possible, the written offer to purchase will be presented by the acquisition agent to the appropriate owner(s) or their representative(s) in person pursuant to the Commission/Housing Authority' policy.

3.1.7 Upon the initiation of negotiations, the Contractor shall transmit receipted offer letters to the Commission/Housing Authority in a timely manner. In instances where the property owner decline to receipt for the offer to purchase, the Contractor shall forward a certification of presentation to the Commission/Housing Authority in a timely manner. Personal negotiations will continue with the property owner(s), business owner(s), and tenant(s)/lessee(s) until every reasonable effort has been expended and it is deemed that the only remaining method of acquisition is through eminent domain proceedings.

3.1.8 At such time that negotiations appear to be unsuccessful and eminent domain proceedings have commenced, the Contractor shall provide assistance necessary to aid the Commission/Housing Authority condemnation counsel as directed by the Commission/Housing Authority.

At the discretion of the Commission/Housing Authority's legal counsel, negotiations will continue after the filing of condemnation action.

3.1.9 The Contractor shall provide in a timely fashion all appropriate information to, and work with, the Commission/Housing Authority's staff and appraisal and relocation consultants in order to complete the coordinated appraisal, acquisition and relocation assignment in an expeditious and professional manner.

3.1.10 The Contractor shall maintain a diary of all pertinent information, discussions, contacts and actions regarding each acquisition case in an acquisition file for each individual property or case.

3.1.11 The Contractor shall provide to the Commission/Housing Authority a written summary of the status of the acquisition services for each parcel on a monthly basis or other periodic report as requested by the Commission/Housing Authority. Contractor shall communicate verbally with Commission/Housing Authority staff on a regular basis to discuss the status of the acquisition process for each property, and to inform the Commission/Housing Authority of any specific issues or concerns regarding individual acquisition cases.

3.1.12 The Contractor shall promptly transmit all executed documents for successfully negotiated parcels to Commission/Housing Authority for review and execution upon acceptance. Executed documents shall be returned to the Contractor for processing and transmission to the appropriate parties (i.e., escrow, property owner, Commission/Housing Authority' file, Contractor).

3.1.13 The Contractor shall open acquisition escrow(s) with escrow company(s) selected by the property owner(s). Contractor will monitor escrow process, provide all additional documentation required by the escrow company, supervise the closing of all escrows, and review all closing statements to ensure that no adjustments or reimbursements are left outstanding. Contractor shall act as liaison with title company and escrow agent during the entire acquisition process.

3.1.14 The Contractor shall provide internal escrow services on partial take acquisitions which includes, but is not limited to, obtaining reconveyance and subordination agreements when necessary.

3.1.15 The Contractor shall coordinate other aspects of the project as requested by the Commission/Housing Authority.

3.1.16 The Contractor shall review and analyze fixture and equipment appraisals in order to establish the list of compensable items.

3.1.17 The Contractor shall deliver all acquisition files to the Commission/Housing Authority upon completion of the acquisition assignment.

3.1.18 Upon completion of the acquisition process, Contractor shall meet with Commission/Housing Authority staff to ensure that all required documentation identified on the acquisition file checklist is contained within the Commission/Housing Authority's acquisition file.

In addition to typical land acquisition services detailed above, other services may be requested by the Commission/Housing Authority on an as needed basis. These additional services may include, but are not limited to, the following:

3.1.20 The Contractor shall review and analyze litigation guarantees in order to identify and propose curative actions for those specific title exceptions, (e.g. easements, oil rights, etc.) that may require elimination prior to the conveyance to the developer or ultimate user. The Contractor may be requested to assist the Commission/Housing Authority in the conduct of curative actions recommended for specific properties.

3.1.21 The Contractor shall provide coordination for the Commission/Housing Authority with other consultants, prepare specialized reports which may be requested by the Commission/Housing Authority, attend meetings with Commission/Housing Authority staff, and provide other required acquisition related services not considered a party of the typical acquisition process as detailed in this *Statement of Work*.

3.1.22 The Contractor shall subcontract for additional services that may be required by the Commission/Housing Authority such as real estate and business appraisals, title reports, relocation services, engineering services, environmental analyses, etc.

3.1.23 The Contractor shall provide site selection analyses, alternative route analyses, and acquisition cost analyses (including relocation, demolition, and consultant fees).

3.1.24 The Contractor shall, as may be required by the Commission/Housing Authority on an as needed basis, provide other related acquisition services for which the Contractor demonstrates competency and capacity to perform.

3.2 Relocation Services

To assist the Commission/Housing Authority in relocating displaced occupants, Contractors shall provide the following services:

3.2.1 At the initiation of each relocation assignment or work program, the Contractor shall meet with Commission/Housing Authority staff regarding the Commission/Housing Authority's requirements for and scope of the specific relocation assignment or work program. At the discretion of the Commission/Housing Authority, this initial meeting may be accomplished by telephone.

3.2.2 The Contractor shall meet personally with each prospective displacee to ascertain the nature and scope of relocation assistance required, to inform the displacee of his/her rights, and to explain the relocation process.

3.2.3 The Contractor shall prepare and submit a Relocation Plan or Relocation Assessment as applicable for the Commission/Housing Authority's review and acceptance. The Contractor shall be available to meet with Commission staff after initial staff review of the Relocation Plan or Assessment.

3.2.4 The Contractor shall determine each displacee's eligibility for relocation assistance; prepare an estimate of the time line for relocation, and prepare an estimate of the amount of relocation benefits to which the displacee is eligible.

3.2.5 Where the displacee's relocation requirements may not be readily fulfilled, and/or the amount of relocation benefits differ significantly (as defined by the Commission/Housing Authority at the commencement of the relocation assignment) from those initially estimated, the Contractor shall report same to Commission/Housing Authority in a timely manner.

3.2.6 Contractor shall prepare drafts of the General Information Notice, Notice of Eligibility, applicable notices to vacate, and other documents as required and deliver to the displaced occupant.

3.2.7 Contractor shall conduct appropriate searches for relocation replacement sites and provide relocation site referrals to displacees.

3.2.8 The Contractor shall identify, monitor, and process Last Resort Housing cases.

3.2.9 The Contractor shall provide displacees with on-going advisory services to minimize hardship due to relocation.

3.2.10 Where appropriate, the Contractor shall advise displacees of available economic assistance and social services; and provide displacees with referrals to appropriate organizations, social service agencies and community organizations.

3.2.11 The Contractor shall personally inspect replacement dwellings and/or buildings and sites to determine if they meet "decent, safe, and sanitary" regulatory requirements.

3.2.12 The Contractor shall coordinate with the Commission/Housing Authority staff for the relocation payment disbursement process and prepare appropriate documentation for each relocation assignment and shall prepare all applicable claim forms, secure claimant's signatures on claim forms and original W-9 forms, and submit to the Commission/Housing Authority for review, acceptance, and payment.

3.2.13 The Contractor shall establish and maintain a relocation file for each displacee and maintain a file "check list" pursuant to Commission/Housing Authority specifications.

3.2.14 The Contractor shall maintain an "informational tracking system" for each displacee's relocation activities.

3.2.15 As directed by the Commission/Housing Authority, the Contractor shall meet with Commission/Housing Authority staff and/or other Contractors regarding proposed development projects to identify relocation issues, budgets, and schedules.

3.2.16 Contractor shall provide to the Commission/Housing Authority a written summary of the status of the relocation services for each parcel on a monthly basis, or other periodic report as requested by the Commission/Housing Authority. Contractor shall communicate verbally with Commission/Housing Authority staff on a regular basis to discuss the status of the relocation process for each property, and to inform the Commission/Housing Authority of any specific issues or concerns regarding individual relocation cases.

3.2.17 Upon completion of relocation process for each displacee, the Contractor shall provide the Commission/Housing Authority with the original relocation file for future audit purposes. Contractor is to be available on an "as needed" basis for audit processes. The submitted file must be in conformance with the Commission/Housing Authority approved file documentation process.

3.2.18 The Contractor shall perform any other normal procedures and processes to implement the relocation assignment and shall provide any other supporting information and/or correspondence requested by the Commission/Housing Authority.

3.2.19 The Contractor shall provide written and/or oral bilingual services as needed for the relocation assignment.

3.2.20 As directed by the Commission/Housing Authority, the Contractor shall attend meetings, make public presentations to individuals and organizations such as citizen groups and community advisory committees, and represent the Commission/Housing Authority in presentations, hearings, etc.

3.2.21 As requested by the Commission/Housing Authority, the Contractor shall provide expert testimony.

In addition to typical relocation services detailed above, the Commission/Housing Authority may request on an "as needed" basis additional services which may include, but are not limited to, the following:

3.2.22 The Contractor shall provide coordination for the Commission/Housing Authority with other consultants, prepare specialized reports which may be requested by the Commission/Housing Authority, attend meetings with Commission/Housing Authority staff, and provide other required relocation related services not considered a part of the typical relocation process as detailed in the *Statement of Work*.

3.2.23 The Contractor shall prepare Relocation Plans, Housing Surveys, Replacement Housing Plans, and other specialized reports which may be requested by the Commission/Housing Authority.

3.2.24 The Contractor shall subcontract for additional services that may be required by the Commission/Housing Authority such as real estate and business appraisals, title reports, acquisition services, engineering services, environmental analyses, etc.

3.2.25 The Contractor shall provide property management, site selection analyses, alternative route analyses, and relocation cost analyses (including relocation, demolition, and consultant fees).

3.2.26 As may be required by the Commission/Housing Authority on an "as needed" basis, the Contractor shall provide other related relocation services for which the Contractor demonstrates competency and capacity to perform.

3.2.27 When necessary or appropriate, individuals may not be required to move permanently, but may be required to relocate temporarily for a project. The Contractor may be required to provide temporary relocation services that may include but not limited to: preparing temporary relocation plans, provide appropriate advisory services including reasonable advance written notices. transportation to and from displacement site, on-site management, provision/arrangement for meals, motels/hotels, geriatric services, and any other additional temporary relocation services as deemed necessary by the agency.

4.0 RESPONSIBILITIES

The Commission/Housing Authority and the Contractor's responsibilities are as follows:

Commission/Housing Authority

4.1 Personnel

4.1.1 The Commission/Housing Authority shall monitor the Contractor's performance in the daily operation of this Contract.

4.1.2 The Commission/Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 The Commission/Housing Authority shall prepare amendments to the Contract in accordance with the Contract.

Contractor

4.2 Project Manager

4.2.1 The Contractor shall provide a Project Manager with two (2) years of experience in managing projects of similar size and scope as contained in this *Statement of Work* during the term of the Contract.

4.2.2 The Contractor's Project Manager shall act as a central point of contact with the Commission/Housing Authority, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

4.2.3 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

4.3.1 The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

4.5 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.6 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks.

4.7 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.8 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting as needed.

5.0 HOURS / DAYS OF WORK

Commission/Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. Commission/Housing Authority offices are closed on the following Holidays:

- News Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

6.0 WORK SCHEDULES

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the Commission/Housing Authority for review and approval within five (5) working days prior to scheduled time for work.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission/Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission/Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A report shall be provided to the Commission/Housing Authority upon request.

8.0 QUALITY ASSURANCE PLAN

The Commission/Housing Authority shall monitor and evaluate the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. When the Contractor's performance does not conform to the requirements of this Contract, the Commission/Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission/Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance,

specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor by a computed amount based on the the amount of work not completed.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission/Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission/Housing Authority, shall be credited to the Commission/Housing Authority on the Contractor's future invoice.

This section does not preclude the Commission/Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - *Termination for Convenience.*

8.1 Periodic Performance Reviews

The Commission/Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

8.2 Contract Deficiency Notice

The Commission/Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission/Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission/Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission/Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission/Housing Authority within ten (10) workdays.

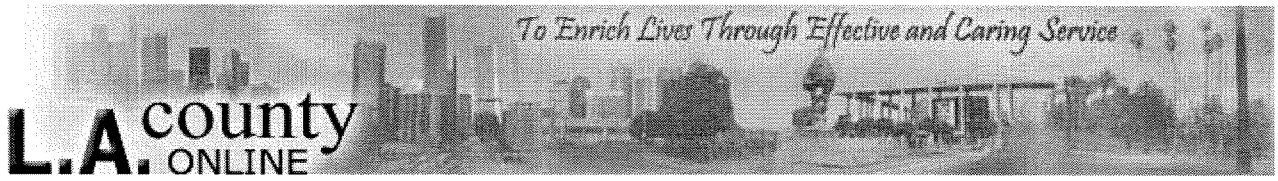
8.3 Commission/Housing Authority Observations

In addition to divisional contracting staff, other Commission/Housing Authority personnel may observe performance, activities, and review

documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 ADDITION/DELETION OF SERVICES

The Commission/Housing Authority reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission/Housing Authority and the Contractor.



Listing of Contractors Debarred in Los Angeles County

Vendor Name: ADVANCED BUILDING MAINTENANCE
Alias:
Debarment Start Date: 6/14/2005 **Debarment End Date:** 6/13/2008
Principal Owners and/or Affiliates: Michael Sullivan Erlinda Sullivan

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Vendor Name: G COAST CONSTRUCTION INC.
Alias:
Debarment Start Date: 9/11/2007 **Debarment End Date:** 9/10/2012
Principal Owners and/or Affiliates: Ezra Levi

Vendor Name: INSPECTION ENGINEERING CONSTR
Alias: Inspection Engineering Construction
Debarment Start Date: 6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates: Jamal Deaifi

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

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.

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 2005 are less than $37,263 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, 2006.

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, or from the IRS website at *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 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 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 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 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 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2005)
Cat. No. 20599I

Printed on recycled paper

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

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.

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.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

¿Qué pasa si el padre/madre desea recuperar a su bebé?

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. 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.

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 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 of such organizations.

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES (COMMISSION)

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs for the County of Los Angeles.

The Commission recognizes the importance of small business in...

- fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The Commission can play a positive role in helping small businesses grow...

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program to: a) inform and assist the local business about contracting opportunities; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, and address subcontracting and conduct business with our vendors in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.