



COMMUNITY DEVELOPMENT COMMISSION

County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • www.lacdc.org

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

Carlos Jackson

Executive Director

June 21, 2005

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

Dear Commissioners:

**APPROVE AGREEMENTS FOR
REAL ESTATE ACQUISITION SERVICES (ALL DISTRICTS)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director of the Community Development Commission to execute one-year Acquisition Services Agreements (Agreements), in substantially the form of the attached, and all related documents, with the six private consulting firms identified in Attachment A, to perform Countywide real estate acquisition services for the Commission on an as-needed basis, to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director to execute amendments to the Agreements, following approval as to form by County Counsel, to extend the time of performance for an additional two years, in one-year increments.
3. Authorize the Executive Director to use a maximum aggregate amount of \$305,800 over a three-year period for the purposes described above, comprised of \$103,800, \$102,000 and \$100,000 for years one through

three, respectively, using funds included in the Commission's approved budgets.

4. Authorize the Executive Director to increase the aggregate compensation amounts of the Agreements by a maximum of \$61,160 for the entire term of the Agreements, for any unforeseen, needed acquisition services, using the same source of funds described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award Agreements to a pre-qualified list of firms to provide real estate services on an as-needed basis for economic development, lending programs, redevelopment activities, asset management, and housing development programs administered by the Commission.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The maximum aggregate compensation amounts for the entire term of the Agreements, if extended, will be \$305,800. The first year of services under the Agreements will not exceed an aggregate of \$103,800, using funds contained in the Commission's approved Fiscal Year 2005-2006 budget. After the first year, the Agreements may be extended for an additional two years, in one year increments, in the amounts of \$102,000 and \$100,000 respectively, using funds to be approved through the annual budget process.

A 20 percent contingency, in the amount of \$61,160, is also being set aside for all years of service under the Agreements for unforeseen, needed real estate acquisition services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Commission currently contracts for real estate acquisition services using multiple-year contracts. The proposed Agreements will replace existing multiple-year contracts and maintain the Countywide geographical coverage. The Agreements will define the major terms and conditions under which the firms identified in Attachment A will provide services. The firms will be retained on an as-needed, project-by-project basis to complete various real estate assignments, including title and escrow services, market studies, highest and best use studies, real estate asset management, and other requirements as indicated in statements of work. Firms will receive compensation based on the scope of services performed.

Should any firms identified in Attachment A require additional or replacement personnel during the term of the Agreements, they will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. The firms will contact the County's GAIN/GROW Division for a list of participants by job category.

The attached form of Acquisition Services Agreement will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(3), the Agreements are exempt from the provisions of the National Environmental Policy Act because they involve administrative activities and will not alter existing environmental conditions. The Agreements are not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15061 (b)(3) because they are covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On February 14, 2005 the Commission initiated an outreach program to identify qualified consulting firms to provide real estate acquisition services for the Commission. Notices of the availability of the Request for Proposals (RFP) were mailed to 243 real estate acquisition consultants identified from the Commission's vendor list. The availability of the RFP was advertised in The Los Angeles Times, listed on the County Office of Small Business website, and on the Commission's website. A total of 23 proposal packages were downloaded from the Commission's website, four proposal packages were distributed via e-mail and 16 were mailed.

A total of seven proposals were received by the submission deadline of March 9, 2005. The proposals were evaluated by a review panel comprised of three Commission representatives. The six firms listed in Attachment A are being recommended for award of Agreements based on the criteria set forth in the RFP.

The Summary of Outreach Activities is provided as Attachment B.

IMPACT ON CURRENT PROGRAMS:

The Agreements will improve real estate acquisition services by having qualified consultants readily available to staff.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 3

Attachment A
Proposed Firms for Award of Acquisition Services Agreements

Overland, Pacific and Cutler, Inc.

Paragon Partners, Ltd.

Universal Field Services Inc.

Rosenow Spevacek Group

Epic Land Solutions, Inc.

Henry Nunez Real Estate Company

ATTACHMENT B

APPROVE AGREEMENTS FOR REAL ESTATE ACQUISITION SERVICES (ALL DISTRICTS)

Summary of Outreach Activities

On February 14, 2005, the Commission initiated the following outreach to identify qualified real estate acquisition consulting firms.

A. Newspaper Advertising

Announcements appeared in the following local newspaper:

Los Angeles Times

B. Distribution of Request for Proposals (RFP) Packets

Notices of the availability of the RFP were mailed to 243 real estate acquisition consultants identified from the Commission's vendor list. Of these firms, 149 identified themselves as businesses owned by minorities and/or women (private firms which are 51 percent owned by minorities or women, or publicly-owned business in which 51 percent of the stock is owned by minorities or women). The availability of the RFP was also listed on the County Office of Small Business website and the Commission's website. As a result of the outreach, a total of 23 proposal packages were downloaded from Commission's website, four proposal packages were distributed via e-mail and 16 were mailed.

C. Proposal Results

By the deadline of March 9, 2005, proposals were received from seven firms, one of which indicated it is female/minority-owned and one that indicated it is female-owned. On March 29, 2005, the Acquisition Proposal Review Panel, comprised of three representatives from the Commission, met to review the sample acquisition reports and professional qualifications of the firms responsive to the RFP requirements. After the evaluation and review process was completed, the Review Panel is recommending six firms for award of Agreements.

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

<u>Firm Name</u>	<u>Ownership</u>	<u>Employees</u>	
Rosenow Spevacek Group	Non-Minority	27	Total
		11	Minorities
		11	Women
		41%	Minority
		41%	Women
Henry Nunez Real Estate Company	Minority	36	Total
		25	Minorities
		12	Women
		69%	Minority
		33%	Women
Overland, Pacific & Cutler, Inc.	Non-Minority	123	Total
		43	Minorities
		61	Women
		35%	Minority
		50%	Women
Epic Land Solutions, Inc.	Declined to provide	20	Total
		3	Minorities
		10	Women
		15%	Minority
		50%	Women
Universal Field Services, Inc.	Non-Minority	232	Total
		24	Minorities
		96	Women
		10%	Minority
		41%	Women
Paragon Partners, Ltd.	Female	74	Total
		15	Minorities
		31	Women
		20%	Minority
		42%	Women

E. Minority/Female Participation - Firm Not Selected:

<u>Firm Name</u>	<u>Ownership</u>	<u>Employees</u>	
Thad M. Williams Associates	Minority	1	Total
		1	Minority
		0	Women
		100%	Minority
		0%	Women

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

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

CONSULTING SERVICES CONTRACT
REAL ESTATE ACQUISITION SERVICES

This Agreement is made and entered into this _____ day of _____, _____, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and _____, hereinafter referred to as "Consultant."

RECITAL

1. PURPOSE

Consultant is in the business of providing needed real estate and business acquisition services. On March 14, 2005, in response to the Commission's Request for Proposals No. CDBG030905, Consultant submitted a proposal to furnish the hereinafter-described real estate and business acquisition services to the Commission.

TERMS AND CONDITIONS

2. TERM

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

3. CONSULTANT'S RESPONSIBILITIES

Consultant agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A, and for the professional fees set forth in the attached Fee Schedule, Attachment B. Commission in its sole discretion shall determine the work assigned to Consultant.

4. COMPENSATION

The total compensation will not exceed \$_____ (____ Dollars and ____ Cents). Services will be negotiated with the Consultant for individual acquisition assignments or work programs under this Agreement on an "as needed" basis. Each assignment will be authorized by the Commission by a Consultant Notification Letter, defining the scope of work and not to exceed compensation for that specific assignment, which shall be made a part of this Agreement and is thus incorporated herein by reference as though fully set forth.

Consultant will submit to the Commission an invoice on a form approved by the Commission for services rendered on a monthly schedule and upon receipt and approval, the Commission will pay the Consultant within thirty (30) days of receipt of the invoice. The Consultant shall be paid in accordance with the Commission's standard accounts payable system.

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

5. SOURCES AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and Tax Increment Funds. All funds are appropriated every fiscal year beginning July 1.

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

6. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

The Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's 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.

7. SUCCESSOR AND ASSIGNMENT

This Agreement may not be assigned by the Consultant except with prior written consent of the Executive Director of the Commission, or his designee. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Consultant.

8. CONFIDENTIALITY OF REPORTS

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

9. SUBCONTRACTING

The Consultant may subcontract only those specific portions of work allowed in the Statement of Work covered by this Agreement with prior written approval by the Commission.

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

10. INSURANCE

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

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

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

The Community Development Commission of the County of Los Angeles ("Commission"), the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), 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 Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.
- C. WORKERS’ COMPENSATION and EMPLOYER’S LIABILITY insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer’s Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than \$1,000,000 aggregate combined single limit, unless requirement has been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the Operating Agency present no meaningful professional exposure, CDC Risk Management may waive compliance with this contract provision upon written request.

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

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

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

All coverage for subconsultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Consultant shall furnish the Commission 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 Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

11. INDEMNIFICATION

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

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all contract terms and performance standards. Consultant deficiencies, which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Agreement, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Agreement.

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

13. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Consultant. In the event of such termination, Consultant 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.

14. TERMINATION FOR CAUSE

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

- A. Should the Consultant 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 Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant, and should the Consultant neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Consultant in whole or in part.
- B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the Consultant, then notice of deficiency thereof in writing will be served upon Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Consultant in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- D. If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant 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 Consultant under this Agreement shall, at the option of the Commission become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONSULTANT'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Consultant acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission 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 the Commission's Child Support Compliance Program and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (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).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S COMPLIANCE PROGRAM

Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 15, "*CONSULTANT'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Consultant, pursuant to Commission Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

Consultant acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is Commission's policy to strongly encourage all Consultants to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. The Child Support Services Department (CSSD) will supply Consultant with the poster to be used.

18. INDEPENDENT CONSULTANT

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Consultant.

19. EMPLOYEES OF CONSULTANT

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

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

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

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

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

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

22. COMPLIANCE WITH LAWS

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, 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 Agreement is in excess of \$100,000 then Consultant 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 Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Consultant shall comply with the following laws in Sections 23-32, inclusive, and 41-42.

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

Consultant 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.

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

Consultant 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.

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

Consultant shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONSULTANTS AND SUBCONSULTANTS)

Consultant shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment which requires that during the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Consultant'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 Consultant 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 Consultant will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant 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 Consultant 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 subconsultant or vendor. The Consultant will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Consultant becomes involved in, or is threatened with litigation by a subconsultant or vendor as a result of such direction by the Commission, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant 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 Consultant's minimum qualifications for the open position. The Consultant shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

28. FEDERAL LOBBYIST REQUIREMENTS

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

The Consultant 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 subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements.

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

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Consultant shall notify its employees, and shall require each subconsultant 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.

30. 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 Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONSULTANT RESPONSIBILITY AND DEBARMENT

A. A responsible Consultant is a Consultant 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 County, the Commission and the Housing Authority to conduct business only with responsible Consultants.

- B. The Consultant is hereby notified that if the Commission acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Consultant from bidding on Commission or Housing Authority contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the Commission or the Housing Authority.
- C. The Commission may debar a Consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the the Commission or the Housing Authority or any other public entity.
- D. If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.
- E. The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Consultant 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 Consultant Hearing Board.
- G. These terms shall also apply to subconsultants Commission or Housing Authority Consultants.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- 1. Unless Consultant has demonstrated to the Commission's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program,

Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, 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 Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "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 Commission, or 2) Consultant 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 Consultant uses any subconsultant to perform services for the Commission under the Contract, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify Commission if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the Commission's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.
4. Consultant's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Consultant from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

Consultant shall provide access to the Commission, 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 Consultant which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

34. CONFLICT OF INTEREST

The Consultant 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 Agreement, 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 percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

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

36. INTERPRETATION

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

37. 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.

38. PATENT RIGHTS

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

39. COPYRIGHT

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

40. NOTICES

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

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

The Commission: Carlos Jackson, Executive Director
Community Development Commission
2 Coral Circle
Monterey Park, CA 91755

The Consultant: (Consultant 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 Consultant and the Commission 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.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Consultant shall notify and provide to its employees, and shall require each subconsultant 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 A – Required Contract Notices* of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONSULTANT’S ACKNOWLEDGMENT OF COMMISSION’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Consultant acknowledges that the Commission places a high priority on the

implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission's policy to encourage all Commission Consultants to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Consultant with the poster to be used.

43. ENTIRE AGREEMENT

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

- A. Statement of Work
- B. Fee Schedule

SIGNATURES

IN WITNESS WHEREOF, the Consultant and the Commission have executed this Agreement through their duly authorized officers this _____ day of _____, ____.

COMMUNITY DEVELOPMENT COMMISSION (Consultant Firm Name)
OF THE COUNTY OF LOS ANGELES

By _____
Executive Director

By _____
Title _____

APPROVED AS TO PROGRAM:

By _____
Terry Gonzalez, Director
Community Development
Block Grant Division

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

By _____
Deputy

**EXHIBIT A
(Appendix B in Request For Proposal)**

**ACQUISITION SERVICES
STATEMENT OF WORK and ADDITIONAL SERVICES**

Acquisition services conducted by the Consultant on behalf of the Commission may include, but is not limited to, the following statement of work:

1. The following federal and state laws, regulations and policies apply to the Commission acquisition 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)

Tenant Assistance, Relocation and Real Property Acquisition Handbook
HUD TRANSMITTAL 1378

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)

Commission Acquisition Policies and Procedures

2. Consultant must have current CA Real Estate Brokers License.
3. If selected for work by the Commission, Consultant and appropriate staff must attend 4-hour training session on Commission Acquisition Policies and Procedures.
4. Consultant must have experience in acquisitions for Tax Increment Redevelopment projects.

5. Obtain ownership information and initiate contact with property owners to obtain authorization to proceed with property appraisal(s).
6. Review title reports, appraisals and other relevant documents for the property being acquired by the Commission. Acquisition agents will familiarize themselves with all relevant documents for the professional conduct of contract negotiations.
7. Submit written report identifying ownerships that must be considered in each acquisition.
8. Prepare 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's legal counsel.
9. 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's legal counsel.
10. Personally negotiate with the 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's policy.
11. Upon the initiation of negotiations, receipted offer letters will be transmitted to the Commission in a timely fashion by the consultant. In instances where the property owner declines to receipt for the offer to purchase, a certification of presentation will be forwarded to the Commission in a timely fashion by the consultant.
12. 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.
13. At such time that negotiations appear to be unsuccessful and eminent domain proceedings have commenced, Consultant will provide assistance necessary to aid the Commission's condemnation counsel as directed by the Commission. At the discretion of the Commission's legal counsel, negotiations will continue after the filing of condemnation action.

14. The Consultant will provide in a timely fashion all appropriate information to, and work with, the Commission's staff and appraisal and relocation consultants in order to complete the coordinated appraisal, acquisition and relocation assignment in an expeditious and professional manner.
15. A diary of all pertinent information, discussions, contacts and actions regarding each acquisition case will be maintained in an acquisition file for each individual property or case.
16. A written summary of the status of the acquisition services for each parcel will be provided to the Commission on a monthly basis, or as otherwise requested by the Commission. Consultant shall communicate verbally with Commission staff on a regular basis to discuss the status of the acquisition process for each property, and to inform the Commission of any specific issues or concerns regarding individual acquisition cases.
17. All executed documents for successfully negotiated parcels will be promptly transmitted to Commission for review and execution upon acceptance. Executed documents will be returned to the Consultant for processing and transmission to the appropriate parties (i.e., escrow, property owner, Commission's file, Consultant).
18. Consultant will open acquisition escrow(s) with escrow company(s) selected by the property owner(s). Consultant 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.
19. Consultant will act as liaison with title company and escrow agent during the entire acquisition process.
20. Consultant will provide internal escrow services on partial take acquisitions which includes, but is not limited to, obtaining reconveyance and subordination agreements when necessary.
21. Consultant will coordinate other aspects of the project as requested by Commission.
22. Consultant will review and analyze fixture and equipment appraisals in order to establish the list of compensable items.
23. Consultant will deliver all acquisition files to the Commission upon completion of the acquisition assignment. ([See Acquisition Checklist Appendix 1](#))

24. Upon completion of the acquisition process, Consultant will meet with the Commission's staff to ensure that all required documentation identified on the acquisition file checklist is contained within the Commission's acquisition file.

Scope of Additional Services

Acquisition services in addition to typical land acquisition services detailed by the Acquisition Services Work Program may be requested by the Commission on an as needed basis. These additional services may include, but are not limited to, the following:

1. 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. Consultant may be requested to assist the Commission in the conduct of curative actions recommended for specific properties.
2. Provide coordination for the Commission with other consultants, prepare specialized reports which may be requested by the Commission, attend meetings with Commission staff, prepare public information brochures, and provide other required acquisition related services not considered a party of the typical acquisition process as detailed by the Acquisition Services Work Program.
3. Subcontract for additional services that may be required by the Commission such as real estate and business appraisals, title reports, relocation services, engineering services, environmental analyses, etc.
4. Provide site selection analyses, alternative route analyses, and acquisition cost analyses (including relocation, demolition, and consultant fees).
5. Provide assistance to the Commission staff in developing and implementing an "acquisition policies and procedures" manual.

As may be required by the Commission on an as needed basis, provide other related acquisition services for which the Consultant demonstrates competency and capacity to perform.