COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org

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

Carlos Jackson
Executive Director

November 14, 2006

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

Dear Commissioners:

AWARD ONE-YEAR AGREEMENTS TO PROVIDE ACOUSTICAL CONSULTING SERVICES TO THE RESIDENTIAL SOUND INSULATION PROGRAM (2)
(3 Vote)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Acoustical Consulting Services Agreements (Agreement) between the Community Development Commission and the four firms identified in Attachment A, are exempt from the California Environmental Quality Act (CEQA), as described herein, because the proposed work will not have the potential for causing a significant effect on the environment.

2. Approve and authorize the Executive Director to execute one-year Acoustical Consulting Services Agreements with four (4) firms identified in Attachment A, using the form of the attached Agreement, to provide acoustical consulting services on a project-by-project, as-needed basis during the sound insulation of dwelling units in the Lennox and Athens communities, under the Commission's Residential Sound Insulation Program (RSIP), to be effective upon execution by all parties, and to use for this purpose a maximum aggregate amount of $1.2 million of RSIP funds included in the Commission's approved Fiscal Year 06-07 budget.

3. Authorize the Executive Director to execute amendments to the one-year Agreements, following approval as to form by County Counsel, to extend the time of performance for a maximum of two years, in one-year increments, and increase compensation by $1,200,000 for the second year and $800,000 for the third year, using RSIP funds to be included in the Commission's approved budgets through the annual budget process.

4. Authorize the Executive Director to execute amendments to the Agreement, following approval as to form by County Counsel in the amount of $300,000 for the first year, $300,000 for the second year, and $200,000 for the third year, for any unforeseen costs and projects, using the same sources of yearly funds described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended actions is to enter into Agreements to retain the services of four firms to provide Acoustic Consulting Services for the sound insulation of dwelling units in the Lennox and Athens communities that are adversely affected by the noise generated by the Los Angeles International Airport.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The maximum aggregate amount for all 3 years of the Agreement, if fully extended, will be $4,000,000 in RSIP funding provided by the Los Angeles World Airports (LAWA) and the Federal Aviation Administration (FAA).

For the first year of services under the Agreements, the Commission will use $960,000 in FAA funds and $240,000 in LAWA funds, for a total maximum aggregate of $1.2 million. A 25 percent contingency, of $300,000 ($240,000 in FAA and $60,000 in LAWA funds) is also being set aside for unforeseen costs, to be incorporated into the Commission's approved 2006-2007 Fiscal Year budget.

After the first year, the Commission may extend the Agreements for an additional two years, in one-year increments, contingent upon the availability of funds. If extended, additional funding of $1.2 million ($960,000 in FAA and $240,000 in LAWA funds) and $800,000 ($640,000 in FAA and $160,000 in LAWA funds) will be added to the Agreements for the second and third years, respectively, using funds to be incorporated into the Commission's approved Budgets through the annual budget process.

The Commission is also setting aside a 25 percent contingency of $300,000 ($240,000 in FAA and $60,000 in LAWA funds) and $200,000 ($160,000 in FAA and $40,000 in LAWA funds) for the second and third years, respectively, for unforeseen costs and projects, using funds to be incorporated into the Commission's approved budgets through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On December 17, 1991, your Board authorized the Commission to submit an application to the FAA and LAWA for an Airport Improvement Program grant to implement a Noise Compatibility Program for properties located within the flight path of

Los Angeles International Airport. The FAA and LAWA subsequently approved the application and have since allocated a total of $41 million for the Commission's RSIP.

In March 2006, LAWA's Board of Airport Commissioners allocated an additional $20.5 million to the Commission as part of a settlement agreement, to continue its RSIP and the Commission is required to commit $15 million of this allocation by January 15, 2007. The Commission wishes to retain the services of four acoustical consulting firms in order to augment Commission staff for the purpose of sound insulating approximately 565 dwelling units in the Lennox and Athens community. These services will consist of the following: programmatic assistance; specification updates; pre- and post-modification noise testing; hazardous materials testing; design services; pre-bid and bid packaging; project management; inspection services; labor compliance monitoring; final reporting and close-out; and technical assistance.

The firms will be assigned job tasks and will receive compensation based on the statement of services performed on a project-by-project, as-needed basis. The addition of projects to each Agreement will be determined based on site needs, qualifications of the consultant and complexity of the assignment. The cost of services will not exceed the costs accepted on the cost proposal submitted by each consultant in response to the Commission's Request for Qualifications or the negotiated dollar amount for individual assignments or work programs. The consultant is not guaranteed any amount of work and the amount of work provided to consultants will be at the discretion of the Commission

Should any of the firms identified in Attachment A require additional or replacement personnel during the term of the Agreement, 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 Agreements will be effective following execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

This activity is exempt from the provisions of National Environmental Policy Act pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(1) & (8) because it involves administrative or design activities that will not have a physical impact on or result in any physical changes to the environment. The project is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On January 6, 2005, the Commission initiated a Request For Qualifications (RFQ) process to invite interested firms to submit statements of qualifications to establish a short list of firms that could provide consulting services for the RSIP. Notices of the RFQ were mailed to 487 architectural, engineering, and urban design firms identified from the Commission's vendor list. Announcements appeared in nine local newspapers, on the County's WebVen website, and on the Commission's website. Firms were requested to come to the Commission for the RFQ packages and to attend a Bidder Proposal Conference held on January 26, 2005. As a result of the outreach, RFQ packages were requested and distributed to 19 firms.

On March 14, 2005, five firms submitted Statement of Qualifications within the deadline. All five proposals met the minimum requirements set forth in the RFQ and were subsequently evaluated by a staff committee comprised of program managers from various divisions of the Commission. Based on the RFQ requirements and rating process, Wyle Laboratories, Inc., Corlett, Skaer & DeVoto Architects, Inc., The Jones Payne Group and THC, Inc. are being recommended for inclusion on a list of firms to be utilized on a project-by-project, as-needed basis. The fifth firm, C&S Engineers, Inc., declined to submit a fee proposal at this time and withdrew their firm from consideration.

The Summary of Outreach Activities is provided as Attachment C.

IMPACT ON CURRENT PROJECT:

The proposed Agreements will provide acoustical consulting services necessary to complete sound insulation on approximately 565 dwelling units throughout the Lennox and Athens community.

Respectfully submitted,

Carlos Jackson

CARLOS JACKSON
Executive Director

Attachments: 3

ATTACHMENT A

Proposed Firms for Award of Acoustical Consulting
Services Agreements for the Residential Sound Insulation Program

1. Wyle Laboratories, Inc.
   128 Maryland Street
   El Segundo, CA 90245-4115

2. Corlett, Skaer & DeVoto Architects, Inc.
   120 Montgomery Street, Suite 1170
   San Francisco, CA 94104

3. The Jones Payne Group
   321 Summer Street, Fourth Floor
   Boston, Massachusetts 02210

4. THC, Inc.
   2905 Premiere Parkway, Suite 325
   Duluth, GA 30097

ATTACHMENT B

Proposed Three Year Budget for Agreements

	1st Year Maximum Amount	2nd Year Additional Increase	3rd Year Additional Increase	Total Aggregate Amount of Agreement
Contract Amount	$1,200,000	$1,200,000	$800,000	$3,200,000
Contingency Amount	$300,000	$300,000	$200,000	$800,000
TOTAL	$1,500,000	$1,500,000	$1,000,000	$4,000,000

ATTACHMENT C

Summary of Outreach Activities
Request for Qualifications (RFQ) For Consulting Services

On January 6, 2005, the Commission initiated the following Request For Qualifications (RFQ) process to invite interested firms to submit statements of qualifications to establish a short list of firms who could provide consulting services for the Residential Sound Insulation Program.

A. Newspaper Advertising

Request for Proposal Announcements appeared in the following nine local newspapers:

Dodge Construction News	Los Angeles Sentinel
Eastside Sun	Los Angeles Times
International Daily News	The Daily News
La Opinion	WAVE Community Newspaper
Eastside Journal	

An announcement was also posted on the County WebVen website.

B. Distribution of Proposal Packets

The Commission's vendor list was used to mail Notices of the RFQ to 487 architectural, engineering, and urban design firms identified from the Commission's vendor list of which 267 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). Firms were requested to come to the Commission for the RFQ packages and to attend a Bidder Proposal Conference held on January 26, 2005. As a result of the outreach, RFQ packages were requested and distributed to 19 firms.

C. Statement of Qualifications

On March 14, 2005, a total of 5 firms submitted Statements of Qualifications, of which five identified themselves as minority- or female-owned.

D. Review of Statement of Qualifications

A review panel consisting of Commission staff reviewed the Statements of Qualifications and ranked each firm independently. Wyle Laboratories, Inc., Corlett, Skaer & DeVoto Architects, Inc., The Jones Payne Group, and THC, Inc. were determined to be the four top ranked firms. C&S Engineers, Inc. declined to submit a cost proposal and subsequently withdrew their firm from consideration. The four remaining qualified firms are being recommended for inclusion on a list of firms to be utilized on a project-by-project, as needed basis.

ATTACHMENT C

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CONTRACT FOR CONSULTING SERVICES FOR
THE RESIDENTIAL SOUND INSULATION PROGRAM

This Contract 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

The Consultant is in the business of providing needed Acoustical Engineering Consulting services. On March 14, 2005 in response to the Commission's Request for Qualifications, Consultant submitted a proposal to furnish the hereinafter-described Acoustical Engineering Consulting services to the Commission.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence as of the day and year first above written and shall remain in full force and effect for one-year (1) until _____, _____ unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Commission.

3. CONSULTANT'S RESPONSIBILITIES

The 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.

4. COMPENSATION

The Consultant agrees to provide the services required by the Commission for a total compensation shall not exceed _____ Dollars ($_____), which includes all related expense as noted in Attachment B – Fee Schedule.

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

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

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

The Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Consultant after the expiration or other termination of this Contract. Should the 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 Contract 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 Contract.

5. SOURCES AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Transportation Federal Aviation Administration Airport Improvement Program funds and Los Angeles World Airport Passenger Facility Charge funds, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission 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 Contract, if it is found that consideration, in any form, was offered or given by Consultant, 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 Consultant's performance pursuant to this Contract. 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. ASSIGNMENT BY CONSULTANT

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

Shareholders, partners, members, or other equity holders of the Consultant 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 Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by 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 original specifications covered by this Contract approved by the Commission.

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

10. INSURANCE

The Consultant shall procure and maintain at Consultant'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 Consultant, its agents, representatives, employees or Sub Consultants.

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, the Housing Authority of the County of Los Angeles, the County of Los Angeles, and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the 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 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: 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 Consultant present no

meaningful professional exposure, Commission's Risk Management may waive compliance with this Contract provision upon written request.

The Commission must separately approve any self-insurance program and self-insured retention.

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 sub Consultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

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

11. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles (Housing Authority), the 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 Consultant's acts and/or omissions arising from and/or relating to this Contract.

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Consultant's performance under this Contract 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 Contract 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 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 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract, or if the work to be done under this Contract 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 Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of 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 Contract, or if the Consultant shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract 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 Contract 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

The 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 Commission Child Support Compliance Program and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant 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).

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

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 15, "*CONSULTANT'S WARRANTY OF ADHERENCE TO COMMISSION 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

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is County's and 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 Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Consultant.

19. EMPLOYEES OF CONSULTANT

Workers' Compensation: The Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Contract 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 Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or sub Consultants 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 sub Consultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or sub Consultants 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

The 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 Contract.

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 Contract, including but not limited to, Title 49 CFR section 18.36, 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 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, Advisory Circular 150/5100-14C, 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 Contract.

The 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)

The 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.

During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Sub Consultant, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub Consultant, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Sub Consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Commission or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Commission shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Consultant under the Contract until the contractor complies, and/or
b. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Consultant shall include the provisions of Sections 23 (A) through Section 23 (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Sub Consultant or supplier as a result of such direction, the Consultant may request the Commission to enter into such litigation to protect the interests of the Commission and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

24. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant will comply with any and all pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

25. DISADVANTAGE BUSINESS ENTERPRISEES

A. Contract Assurance (49 CFR §26.13). The Consultant or Sub Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

B. Prompt Payment (49 CFR §26.29). The Consultant agrees to pay each Sub Consultant under this Contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from Commission. The Consultant agrees further to return retainage payments to each Sub Consultant within 30 days after the Sub Consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both Disadvantaged Business Enterprise and non-Disadvantaged Business Enterprise subcontractors.

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

The 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.

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

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

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

The Consultant shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, 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 contract 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 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 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 sub Consultant 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 sub Consultant 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.

29. 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 Contract, 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.

30. FEDERAL LOBBYIST REQUIREMENTS

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, 49 CFR Part 20, Appendix A, 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instructions.

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 sub Consultants acting on behalf of the Consultant will comply with the Lobbyist Requirements.

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

31. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub Consultant 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.

32. 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.

33. CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by accepting this Contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Sub Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

34. CONSULTANT RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.

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 or proposing on, or being awarded, and/or performing work on Commission 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 Consultant may have with the Commission.

C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

D. If there is evidence that the 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 Contractor Hearing Board.

E. The Contractor 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 Contractor Hearing Board shall prepare a tentative 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. The Consultant and the Commission 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 Contractor 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 Contractor Hearing Board.

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

debarment was imposed; or (4) any other reason that is in the best interests of the Commission.

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Consultant 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 sub Consultants and Sub Consultants of County, Commission, or Housing Authority Consultants, vendors and operating agencies.

35. TRADE RESTRICTION CLAUSE

The Consultant or Sub Consultant, by execution of a Contract, certifies that:

A. It is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

B. It has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

C. It has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or Sub Consultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Commission cancellation of the Contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a Contract resulting from this solicitation, it will incorporate this provision for certification without modification in each Contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective Sub Consultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the Commission if the Consultant learns that its certification or that of a Sub Consultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Sub Consultant agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or Sub Consultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Commission cancellation of the Contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

36. COMPLIANCE WITH JURY SERVICE PROGRAM

Unless the Consultant has demonstrated to the Commission satisfaction either that Consultant is not a "Contractor" 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.

For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or Commission or a subcontract with a County or 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 County or 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 County, 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 sub Consultant to perform services for the County or Commission under the Contract, the sub Consultant 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.

If the 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 County or 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.

The 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.

37. ACCESS AND RETENTION OF RECORDS

The Consultant shall maintain an acceptable cost accounting system. The 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 Contract 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 Contract.

38. 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 Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract 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 Contract 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.

39. 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.

40. 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.

41. 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.

42. 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 Contract. All rights to inventions and material generated under this Contract are subject to regulations issued by FAA and the Commission under which this Contract is executed.

43. 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 Consultant. All such documents become the property of the Commission and the Commission holds all the rights to said data.

44. NOTICES

The Commission shall provide the Consultant with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract 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 Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Community Development Commission
of the County of Los Angeles
Housing Development and Preservation
2 Coral Circle
Monterey Park, CA 91755
Attn: Larry J. Matthews, Manager

The Consultant:

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.

45. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Consultant shall notify and provide to its employees, and shall require each sub consultant 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.

46. 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 Sub Consultants, if any, to post this poster in a prominent position in the Sub Consultant'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.

47. CONSULTANT'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 Consultants to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission Consultants that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Consultant 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.

48. ENTIRE CONTRACT

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

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

SIGNATURES

IN WITNESS WHEREOF, the Consultant and the Commission have executed this Contract through their duly authorized officers this _____day of _____, _____.

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By:_____
Deputy

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By:_____
Signature

CARLOS JACKSON
Print Name

Executive Director
Title

APPROVED AS TO PROGRAM:
HOUSING DEVELOPMENT AND PRESERVATION

By:_____
Signature

WILLIAM K. HUANG
Print Name

Director
Title

CONSULTANT

By:_____
Signature

_____
Print Name

Director
Title

ATTACHMENT A STATEMENT OF WORK

A. Programmatic Assistance

a. Policy and Procedure Manual – Consultant to prepare Policy and Procedure manual including all material and labor necessary to submit final product. Scope to include evaluation and revisions to the Manual.

b. Homeowner Handbook – Consultant to prepare a homeowner handbook (both in English and Spanish) detailing program processes and obligations. Handbook to include in easements, warranties, contracts, agreements, indemnifications, etc.. Consultant will be required to incorporate any CDC policies and/or material. Scope to include evaluation and revision to the Handbook.

c. Specification Design – Consultant to prepare Technical Specification and Details in compliance with County Local Building Code and CDC Policies. Scope to include evaluation and revision to the Technical Specifications and Details as needed.

d. Construction Documentation – Consultant to review Construction Documents and make recommendation for modifying or streamlining existing documentation. Documents to include, but not limited to, Contracts, Indemnifications, Warranties, Waivers, Bid Documents, and Change Orders. Scope to include to creating or providing any documentation necessary.

e. Outreach Material and Marketing – Consultant to prepare outreach material and Public Workshops.

- Creating English/Spanish Marketing Brochures, Media Kits
- Conduct three (3) Public Workshops or Community Meetings.
- Homeowner Advisory Committee

B. Design and Testing

a. Pre-Modification Acoustic Testing – Consultant to provide Pre-Modification Acoustical Testing to 100 units. Scope to include, scheduling, retesting, and reporting.

b. Hazardous Material Testing - Consultant/Sub-Consultant to provide Hazardous Materials testing, including lead and asbestos, on 150 units. Scope to include, scheduling, baseline test, clearance test, monitoring and reporting.

c. Design – Consultant to prepare Acoustical Designs for 500 units, including any necessary preliminary inspections, sound and code compliance scope, CADD floor plans, door/window schedules, elevation drawings, standard detail drawings, mechanical/electrical system drawings necessary to prepare bid packages.

d. Pre-Bid and Bid Packaging – Consultant to package and bid 500 units. Scope to include:
   - Bid Preparation
   - Bid Packaging
   - Bid Advertising
   - Addressing any RFI's related to Bid
   - Pre-Bid Meetings (including homeowners)
   - Scheduling

C. Construction Management and Inspection Services

a. Project Management – Consultant to provide project management services including:
   - Pre-construction Services – Bid Review, Bonding Insurance, License verification
   - Submittal reviews and approval
   - Shop Drawing or Design-Build Review and Approval
   - RFI & RFCO tracking and response
   - Review Hazardous Materials Report
   - Weekly Reports and Construction Meeting Minutes
   - Contract Management
   - Pre-Bid Conferences

b. Inspection Services and Monitoring - Consultant to provide Inspection Services including:
   - Pre-Construction Meetings
   - Job-Site Inspections
   - Change Order negotiation and processing
   - Progress Payment Inspections
   - Progress Payment Review and Approval
   - Hazardous Material Inspections
   - Material Delivery Inspections
   - Safety Inspections
   - On-Site Correction Notices
   - Daily Inspection Reports

c. Labor Compliance Monitoring
   - Pre-Construction Meetings
   - Certified Payroll tracking, review and Approval

- Create and Maintain certified payroll Logs
- Issue On-site Correction Notices
- Create deficiency letters to contractors
- Review Progress Payments and withhold any funds for deficiency
- Maintain files and history logs

D. Final Reporting and Closeout

a. Post-Modification Noise Audits - Consultant to provide Pre-Modification Acoustical Testing to 50 units. Scope to include, scheduling, retesting, and reporting.

b. Cumulative Annual Performance Report - Consultant to prepare a Cumulative Annual Performance Report (CAPR) for submission to Los Angeles World Airport. CAPR scope to including all material and labor, including GIS Maps, Tables, Data updates, necessary to submit final product. Scope to include any revisions required by LAWA for acceptance.

c. Final Grant Report - Consultant to prepare a Final Grant Report for submission to Los Angeles World Airport. Grant Report scope to including all material and labor, including GIS Maps, Tables, Data updates, necessary to submit final product. Scope to include any revisions required by LAWA for acceptance.

d. Grant Implementation Plan - Consultant to assist in preparing a Grant Implementation Plan for future funding for submission to Los Angeles World Airport. GIP scope to including all material and labor, including GIS Maps, Tables, Data updates, necessary to submit final product. Scope to include any revisions required by LAWA for acceptance.

e. FAA Grant Application - Consultant to assist in preparing a FAA Grant Application for future funding for submission to Federal Aviation Administration. Application scope to including all material and labor, including GIS Maps, Tables, Data updates, necessary to submit final product. Scope to include any revisions required by FAA.

f. ANMP Updates - Consultant to assist in preparing any ANMP for submission to Los Angeles World Airports. Updates to including all material and labor, including GIS Maps, Tables, Data updates, necessary to submit final ANMP. Scope to include any revisions required by LAWA.

ATTACHMENT A STATEMENT OF WORK

E. Technical Assistance

a. GIS Assistance – Consultant to provide GIS training and assistance on an as needed project-by project basis.

b. Inspector Training - Consultant to provide Inspector training on an as needed project-by project basis.

c. As Needed Technical Assistance - Consultant to provide technical assistance on an as needed project-by project basis.

d. Acoustical Product Review - Consultant to provide Acoustical Product Review on an as needed project-by project basis.

ATTACHMENT B

FEE SCHEDULE

DESCRIPTION	PRICE
1. Programmatic Assistance	$_____
a. Policy and Procedure Manual	$_____
b. Homeowner Handbook	$_____
c. Specification Design	$_____
d. Construction Documentation	$_____
e. Outreach Material and Marketing	$_____
2. Design and Testing	
a. Pre-modification Acoustic Testing	$_____
b. Hazardous Materials Testing	$_____
c. Design	$_____
d. Pre-Bid and Bid Packaging	$_____
3. Construction Management and Inspection Services	
a. Project Management	$_____
b. Inspection Services and Monitoring	$_____
c. Labor Compliance Monitoring	$_____
4. Final Reporting and Closeout	
a. Post-Modification Noise Audits	$_____
b. Cumulative Annual Performance Report	$_____
c. Final Grant Report	$_____
d. Grant implementation Plan	$_____
e. FAA Grant Application	$_____

ATTACHMENT B

FEE SCHEDULE

f. ANMP Updates	$_____
5. Technical Assistance a. GIS Assistance b. Inspector Training c. Technical Assistance d. Acoustical Product Review	 $_____ $_____ $_____ $_____

POSITION	RATE
1. _____	$_____
2. _____	$_____
3. _____	$_____
4. _____	$_____
5. _____	$_____
6. _____	$_____
7. _____	$_____

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )

OR

	YES	NO
Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

_____ _____
Signature Date

_____
Name and Title (please type or print)

ATTACHMENT D

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.

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

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.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over $2,650.

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 2004 are less than $35,458 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, 2005.

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 2004 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 2004 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 2004 and owes no tax but is eligible for a credit of $791, he or she must file a 2004 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 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.

Cat. No. 20599I

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.

ATTACHMENT D

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 apoyada 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.