COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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Carlos Jackson
Executive Director

February 19, 2008

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angles, California 90012

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

Dear Supervisors and Commissioners:

AUTHORIZE TRANSFER OF ECONOMIC DEVELOPMENT FUNDS AND APPROVE A CONTRACT FOR PREPARATION OF AN ENTERPRISE ZONE APPLICATION (2)
(3 Vote)

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES:

1. Instruct the Chief Executive Office to draft and execute a funding agreement with the Community Development Commission in the amount of $150,000 in Economic Development Funds allocated to the Second Supervisorial District; and to transfer the funds to the Community Development Commission for Enterprise Zone application services in unincorporated Florence-Firestone and Willowbrook.

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

1. Find that the Contract for Preparation of an Enterprise Zone Application (Contract) between the Community Development Commission (Commission) and the consulting team of Tassa Consulting Group, LLC and Snodgrass & Micheli, LLC (collectively the Consultant) is not subject to the provisions of the California

Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.

2. Authorize the Executive Director of the Commission to execute all necessary documents to accept from the County of Los Angeles (County) $150,000 in Economic Development Funds allocated to the Second Supervisorial District to fund the Contract and other activities related to the Enterprise Zone application and designation process; and to incorporate the funds into the Commission's approved Fiscal Year 2007-2008 budget.

3. Approve and authorize the Executive Director of the Commission to execute the Contract and to use for this purpose up to $120,000 in Economic Development Funds allocated to the Second Supervisorial District; and authorize the Executive Director to execute amendments to the Contract following approval as to form by County Counsel.

4. Authorize the Executive Director to increase the Contract amount by $12,000 to cover any needed, unforeseen services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to transfer Economic Development Funds from the County to the Commission and approve a Contract between the Commission and the Consultant. The Contract will provide Enterprise Zone application services for an area to be known as the South County Enterprise Zone, comprised of the unincorporated areas of Florence-Firestone and Willowbrook.

FISCAL IMPACT/FINANCING

The Chief Executive Office will transfer to the Commission $150,000 in Economic Development Funds allocated to the Second Supervisorial District, which will be incorporated into the Commission's approved Fiscal Year 2007-2008 budget.

The Contract will be funded with $120,000 in Economic Development Funds. A 10% contingency, in the amount of $12,000, is being set aside for any needed, unforeseen services. The balance of the funds will be used for work related to the Enterprise Zone application and designation process, such as zone administration, outreach and marketing by the Commission.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Later this year, the State Department of Housing and Community Development (HCD) will issue a request for applications for Enterprise Zone designation to replace a minimum of four expiring Enterprise Zones. Enterprise Zones will be selected through a

competitive process based on a variety of required components. The four top scoring applications will receive conditional designation. Under the Contract, the Consultant will provide Enterprise Zone application services for the unincorporated Florence-Firestone and Willowbrook areas. These services will include identification and analysis of eligible areas, development of a comprehensive economic development plan and marketing strategy and plan, a business retention, expansion and attraction plan, a job development plan, a vouchering plan and a five-year plan with goals for businesses and targeted individuals, among other application components.

The California Enterprise Zone Program was created to target economically distressed areas throughout California to encourage business investment and promote the creation of new jobs. The purpose of the program is to stimulate development by providing tax incentives to businesses and allow private sector market forces to revive the local economy. The State provides performance-based tax credits and incentives to Enterprise Zone businesses to, among other goals: revitalize chronically deteriorated areas; hire the most difficult-to-hire residents in private sector jobs; and retain, expand and reward businesses that participate in these objectives.

Businesses located within a State Enterprise Zone are eligible for substantial tax credits and benefits, including up to $37,440 in tax credits over a five-year period for each qualified employee hired, tax credits for sales and use taxes paid on qualified machinery purchases, accelerated expense deductions for certain depreciable property, interest deductions for lenders on loans made to firms within an Enterprise Zone, and other benefits.

HCD defines an enterprise zone as a geographic area that meets certain socioeconomic distress criteria, demonstrating that State and local incentives are needed to stimulate the creation of new jobs and promote economic revitalization in the area. Under this program, a distressed area has three or more of the following characteristics: lagging increase in per capita income, high unemployment and poverty, a large number of households with low/moderate incomes, or declared a federal disaster area within the last seven years.

The Commission is targeting the Florence-Firestone and Willowbrook areas for designation as the South County Enterprise Zone. Preliminary research indicates that most of the neighborhoods' commercial and industrial areas will qualify under HCD's criteria, although the full extent of eligibility will be identified and refined through the application process.

If the South County Enterprise Zone application is successful, HCD will grant final Enterprise Zone designation through execution of a Memorandum of Understanding (MOU). As part of the application process, HCD requires that your Board adopt a Resolution designating the application area as "depressed" and authorizing the Commission to submit the State Enterprise Zone application. The Commission is also

required to submit a Letter of Commitment identifying specific commitments, such as staff time and programmatic support that the Commission will make to the proposed Enterprise Zone. The Commission will return to your Board at a later date for approval of these documents.

Should the Consultant require additional or replacement personnel during the term of the Contract, it will give consideration for any such employment openings to participants in the County 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 Consultant will contact the County's GAIN/GROW Division for a list of participants by job category.

The Commission and the Chief Executive Office will execute a funding agreement to facilitate the transfer of Economic Development Funds from the County to the Commission.

The Contract has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION:

The Contract 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 July 18, 2007, the Commission issued a Request for Proposals (RFP) to identify a consultant to provide Enterprise Zone application services. An advertisement appeared in one newspaper and on the County WebVen website. In addition, the RFP notice was sent to seven vendors that are known to specialize in Enterprise Zone application services.

On August 3, 2007, two proposals were received and formally opened.

On August 15, 2007 a panel consisting of Commission staff familiar with the project evaluated the proposals. As a result of the evaluation, the consulting team of Tassa Consulting Group, LLC and Snodgrass & Micheli, LLC was chosen for the 2007/2008 Enterprise Zone application competition.

A Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROGRAM:

Establishing unincorporated Florence-Firestone and Willowbrook as an Enterprise Zone will provide State tax benefits to businesses located in the zone and provide job opportunities to area residents.

Respectfully submitted,

for CARLOS JACKSON
Executive Director

CJ:BG:CC:ml

Attachments: 2

ATTACHMENT A
SUMMARY OF OUTREACH ACTIVITIES

On July 18, 2007, the following outreach was initiated to identify a consultant to provide Enterprise Zone application services.

A. Advertising

An announcement appeared in the Los Angeles Times and on the County WebVen website.

B. Distribution of Request For Proposal (RFP) Packets

The complete RFP package was available at the Commission's main office, located at 2 Coral Circle in Monterey Park and was posted on the County WebVen website for download by the public. In addition, the Commission contacted seven firms that provide Enterprise Zone application services, informing them of the RFP and the website from which the RFP could be downloaded.

C. RFP Results

A total of 22 firms received the RFP package. On August 3, 2007, a total of two proposals were received and publicly opened. The proposal results are as follows:

Company	Amount
Jack Faucett Associates	$147,698
Tassa Consulting Group, LLC/Snodgrass & Micheli, LLC	$120,000

D. Review of Proposals

On August 15, 2007 a review panel consisting of Commission staff familiar with the project reviewed the proposals and ranked each firm independently. The team of Tassa Consulting Group, LLC/Snodgrass & Micheli, LLC was recommended for award of the Contract to complete the South County Enterprise Zone application for the 200712008 competition.

E. Minority/Female Participation

Name	Ownership	Employees
Jack Faucett Associates	Male/Non-Minority	Total: 6 1 Minority 1 Woman 17% Minority 17% Women
Consulting Team Comprised of:		
Tassa Consulting Group, LLC	50% Female	Total: 3 0 Minorities 1 Woman 0% Minorities 33% Women
Snodgrass & Micheli, LLC	Non-Minority	Total: 1 0 Minorities 0 Women 0% Minorities 0% Women

The Community Development Commission conducts ongoing outreach to minorities and women in the contract award process, by providing information at local and national conferences, conducting seminars for minorities and women regarding programs and services, advertising in newspapers to invite placement on the vendor list, and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of Contract is being made in accordance with the Commission's policies, and without regard to race, creed, color, or gender.

CONTRACT FOR
PREPARATION OF AN ENTERPRISE ZONE APPLICATION

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 the consulting team comprised of **TASSA CONSULTING GROUP, LLC AND SNODGRASS & MICHELI, LLC**, hereinafter collectively referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed Enterprise Zone Application for Designation (Application) services. On August 3, 2007 in response to the Commission's Request for Proposals, the Contractor submitted a Proposal to furnish the hereinafter-described services to the Commission for completion of an Enterprise Zone Application.

The Commission will submit the completed Enterprise Zone Application to the State of California Department of Housing and Community Development for an area to be known as the South County Enterprise Zone, comprised of the unincorporated areas of Florence-Firestone and Willowbrook.

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 (1) year, unless sooner terminated as provided herein. The Contract may be extended for one (1) additional year at the sole discretion of the Commission's Executive Director.

3. CONTRACTOR'S RESPONSIBILITIES

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

4. COMPENSATION

Contractor will submit to the Commission an invoice on a form approved by the Commission for services rendered. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days. The total amount of compensation under this Contract will not exceed **ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000)**.

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

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

The Contractor will submit an invoice on a form approved by the Commission for services rendered, and this invoice must be approved by the Commission. The payment schedule is included in the Fee Schedule, Attachment B.

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

5. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from County Economic Development funds allocated 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 Contractor 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 Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract, or of the making of any determinations with respect to the Contractor's

performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission 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 CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, 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 Contractor.

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

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission'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 Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

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

9. SUBCONTRACTING

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

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

10. INSURANCE

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

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

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

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

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

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

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

D. PROFESSIONAL LIABILITY INSURANCE, If applicable, (errors and omissions) in an amount not less than One Million Dollars ($1,000.000) aggregate per claim.

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

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

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

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

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission 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 Contractor. 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.

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 Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Commission upon written notice to the Contractor 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 Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with

this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

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

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

D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

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

The Contractor 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 Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department 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 Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to the Commission under any other provision of this contract, failure of the Contractor 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 the Contractor, pursuant to Commission Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

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

18. INDEPENDENT CONTRACTOR

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

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor 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 Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

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

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

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

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

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

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. As the compensation under this Contract is in excess of $100,000 the Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

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

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-43, inclusive.

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

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

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

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

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

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

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

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

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice

in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

28. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of

the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor 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 Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

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

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) 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 Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of

debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

32. COMPLIANCE WITH JURY SERVICE PROGRAM

A. Unless the Contractor has demonstrated to the Commission satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program, or that the Contractor qualifies for an exception to the Jury Service Program, the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review

the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

33. ACCESS AND RETENTION OF RECORDS

The Contractor 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 Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

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

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor 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.

35. 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.

36. 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.

37. WAIVER

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

38. PATENT RIGHTS

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

39. COPYRIGHT

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

40. NOTICES

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. The 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: Fernando Oliveros
2 Coral Circle
Monterey Park, CA 91755
Phone: 323.890.7419
Fax: 323.838.1079
Email: fernando.oliveros@lacdc.org

The Contractor: Chris Micheli
Snodgrass & Micheli, LLC
1415 L Street, Suite 620
Sacramento, CA 95814
Phone: 916.743.6802
Email: cmicheli@snodgrassmicheli.com

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

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of

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

44. ENTIRE CONTRACT

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

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

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SIGNATURES

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

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

BY: _____
Carlos Jackson
Executive Director

TASSA CONSULTING GROUP, LLC

BY: _____
Rex Halverson
Principal

APPROVED AS TO PROGRAM:
ECONOMIC/REDEVELOPMENT DIVISION

BY: _____
Cordé Carrillo
Director

SNODGRASS & MICHELI, LLC

BY: _____
Chris Micheli
Principal

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

BY: _____
Grace Chang
Deputy

ATTACHMENT A

STATEMENT OF WORK

ATTACHMENT A - STATEMENT OF WORK

1.0 SCOPE OF WORK

The Consultant will prepare an Enterprise Zone application, on behalf of the County of Los Angeles (County), for submission to the State Department of Housing and Community Development (HCD). The Commission will act as agent of the County. The Consultant shall prepare all work products so a complete Enterprise Zone application will be submitted to HCD.

2.0 SPECIFIC WORK REQUIREMENTS

The work requirements must be completed in a time, manner and format as set forth by HCD. HCD is expected to release its California Enterprise Zone Program 2007/2008 Application Guidebook for Enterprise Zone Designation (Application Guidebook) prior to the application deadline. The Consultant will complete the Enterprise Zone Application and submit the Application to HCD by the deadline.

2.1 The Consultant shall complete the below tasks, each in accordance with expected Application Guidebook requirements. As shown in Table 1, individual tasks may consist of several simultaneous subtasks.

2.2 The Consultant shall work with the Commission, the Department of Regional Planning, the Department of Public Works, Workforce Investment Boards and other County Departments and staff, as needed, to develop appropriate information required for the Enterprise Zone application. Any data prepared by the Commission will be checked by the Consultant for accuracy.

2.3 The Consultant shall meet with staff of Los Angeles County Supervisors and other County Departments and staff, as needed, to present recommendations, findings and data in support of the application.

2.4 The Consultant shall present to the Commission drafts of each application section as they are completed, with a complete application draft due to the Commission for review at least two (2) weeks prior to the application deadline.

2.5 The Consultant shall submit to the Commission the complete and final Enterprise Zone application no later than five (5) days prior to the application deadline. The final application shall be compiled in the format and quantities identified by HCD.

2.6 The Consultant shall prepare a response to remedy any technical deficiencies HCD identifies in the Enterprise Zone application. This response shall be due to the Commission no later than three (3) days prior to the technical deficiencies response deadline.

3.0 TASK IDENTIFICATION

Each task in this section is taken from HCD's 2006/2007 Application Guidebook. As of the date of execution of this Contract, HCD has not released the 2007/2008 guidebook; therefore, the Contract tasks are considered the best approximation of what will be required for this Application work. If, upon release, the 2007/2008 Guidebook includes any task(s) not listed in this section or removes any task(s) outlined below, this Statement of Work shall be amended to incorporate the new task(s), or delete unnecessary task(s).

3.1 TASK 1: PARTICIPANT CONTACT IDENTIFICATION

The initial section of the application requires identification of the primary and secondary points of contact as well as identification of the Enterprise Zone manager and vouchering agent. The Consultant will work with the Commission to develop an Enterprise Zone management program and identify the zone manager and vouchering agent. Also required in this task is the identification of the state Assembly, state Senate and U.S. Representatives whose districts will be within the proposed zone.

Deliverable: The Consultant will obtain the points of contact for the County, identify the zone manager and vouchering agent and the names of the affected state and federal legislators and develop an Enterprise Zone management program. The Consultant will insert the completed forms into the application package.

3.2 TASKS 2 & 3: ELIGIBILITY ANALYSIS & BOUNDARY CONFORMITY

Designation as an Enterprise Zone requires an eligible geographic area to be identified. The Consultant will work with the Commission to designate the specific geographic layout of the zone. The Consultant will collect U.S. Census Bureau data and identify eligible census tracts and/or block groups in accordance with eligibility requirements and methodologies set forth by HCD. Commission Geographic Information Systems (GIS) resources will be used to prepare the required zone maps and generate the required legal description and street/address list. The Consultant will ensure that the legal description, street/address list and zone maps generated by the Commission meet HCD's requirements.

Deliverable: The Consultant will provide a list of eligible census tracts and block groups, which will be used by the Commission to produce GIS maps and the legal description and street/address lists.

3.3 TASK 4: BOARD OF SUPERVISORS RESOLUTION & OTHER BOARD ACTIONS

The creation of an Enterprise Zone requires that the County Board of Supervisors (Board) adopt a resolution authorizing participation in the Enterprise Zone program. The Board may also adopt a Letter of Commitment by resolution or minute order, or delegate this authority to the Commission. Furthermore, the Board may adopt a Memorandum of Understanding between all affected entities, including municipalities, vouchering agents, and outside marketing organizations.

The Consultant will develop drafts of the application Resolution, the Letter of Commitment, and the application Memorandum of Understanding. The Consultant will also work with outside organizations (such as local chambers of commerce) to secure letters of support for the application.

Deliverable: The Consultant will prepare draft resolutions and/or MOUs for approval by the County Board of Supervisors. The Consultant will also draft letters of commitment for approval by participating organizations. The Consultant will work with outside organizations to secure letters of support for the Enterprise Zone.

3.4 TASK 5: ECONOMIC DEVELOPMENT & MARKETING PLAN

The bulk of the Enterprise Zone application traditionally has been the Economic Development and Marketing Plan. The Enterprise Zone application sets forth eight main components of the Economic Development & Marketing Plan:

3.4.1. Marketing Strategy and Plan

The Marketing Strategy & Plan discusses marketing of the zone to both existing businesses and businesses interested in locating within the zone. The Consultant shall prepare this section in close consultation with organizations that promote economic development in the region, especially local chambers of commerce and business development organizations. This is the Enterprise Zone application section in which the most points are typically at stake. The application shall highlight any existing marketing successes and plans and include a discussion of how the plan addresses the unique socioeconomic distress factors identified in the eligibility criteria analysis.

3.4.2. Available Property & Businesses

The Available Property section requires collection of data about vacant industrial and commercial buildings and parcels within the proposed zone. The Consultant shall work with appropriate stakeholders and real estate experts to complete this section.

3.4.3. Financing Programs

The Financing Program section requires data collection from various financial institutions. The Consultant will complete this section based on its previous work with economic development organizations and finance entities in California.

3.4.4. Job Development, Vouchering Plan and Vouchering Fee Remittance Plan

In the Job Development, Vouchering Plan and Vouchering Fee Remittance Plan sections, the application will discuss how the County and other job development entities currently interact and should discuss any ongoing programs and achievements in business expansion, attraction, and retention. The Consultant shall work with the County and appropriate agencies to obtain the information for development of these plans.

3.4.5. Planning and Local Incentives

The Planning and Local Incentives section will discuss what has been done to encourage industrial and commercial businesses to locate or expand in the zone. The Consultant shall complete this section by working with Commission and County representatives to identify all available success stories and incentive programs.

3.4.6. Unemployment and Area Income Levels

The Unemployment/Area Income section requires the use of County-wide unemployment rate data. The Consultant shall compile and process all necessary data and calculate the unemployment rates in this section and in the Bonus Point section.

3.4.7. Enterprise Zone Program Management Information

The Enterprise Zone Program Management Information section requires a presentation of zone governance. The Consultant shall closely consult with the Commission to prepare this section.

3.4.8. Infrastructure and Capital Improvement Plan

The Infrastructure section calls for analysis of the water, sewer, storm drain, and other physical infrastructure that serve the proposed zone. The Consultant shall consult Commission and County staff to gather information related to capital improvement projects. These documents will be analyzed and the Consultant will highlight key descriptors in this section. The Consultant will also consult with the Southern California Association of Governments (SCAG) to obtain data from the Regional Transportation Plan about upcoming projects that benefit the proposed Enterprise Zone.

HCD has placed added emphasis on self-evaluation and benchmarking of zone activities by zone management. The Consultant shall work with Commission staff and participating organizations to identify and/or establish a clear set of goals and performance measurement mechanisms to meet this requirement.

The Consultant will work closely with local economic development and job development organizations, such as the Chambers of Commerce, WIBs, and County departments for information required in this section. The Consultant shall then assimilate the raw information into comprehensive and convincing narratives. Also, as previously stated, Enterprise Zone Applications require detailed performance measures, including quantifiable job development, business retention, attraction, and expansion goals. The Consultant shall work closely with Commission staff to develop realistic goals for these sections.

Deliverable: The Consultant will perform the above tasks and deliver drafts of each section of the Economic Development & Marketing Plan for review and comment as soon as they are complete.

3.5 TASK 6: BONUS STATEMENT

The Enterprise Zone application scoring process provides bonus points for applicants meeting extraordinary economic distress criteria. This has included: (1) the percent of the population in the proposed Enterprise Zone living below the poverty level and (2) the percent unemployed persons in the proposed Enterprise Zone compared to state levels. In addition, applicants have been encouraged to provide additional information on unique distress factors specific to the applicant communities. The Consultant will develop all of the required statistical information to qualify for the bonus points. The Consultant will work with the Commission to further describe extraordinary factors that could provide additional bonus points. Factors might include public safety issues such as gang-related problems, or high crime rates.

Deliverable: The Consultant shall complete the Bonus Point section of the application, including presentation of statistical data on poverty levels and unemployment, and provide a qualitative discussion of the prospective Enterprise Zone's unique distress factors.

3.6 TASK 7: COMPLETED ENTERPRISE ZONE APPLICATION

This task is the final review and check of the application to ensure that not only is all information included in the proper form, but also that no additional beneficial information is left out. Once the final application is approved by the Commission, the Consultant will copy, scan and burn the application onto a CD ROM. The Consultant will provide the final application to the Commission in Microsoft Word format.

Deliverable: The Consultant shall deliver to the Commission the final electronic version of the application in Microsoft Word format. In addition the Consultant will copy, scan and burn the application onto a CD ROM and hand-deliver the required number of copies of the application, in hardcopy and electronic format, to HCD by the application deadline.

3.7 TASK 8: REMEDY TECHNICAL DEFICIENCIES IDENTIFIED BY HCD

After delivery of the final Application, the Consultant will provide support to the Commission in addressing any comments and concerns identified by HCD in the Initial Technical Review Phase.

Deliverable: The Consultant shall provide technical support after application submission to address HCD's comments, if any, from the Initial Technical Review Phase.

3.8 TASK 9: CONDITIONAL AND FINAL DESIGNATION

After receipt of Conditional Designation from HCD, the Consultant will assist in meeting the requisite conditions to achieve Final Designation and the signing of the Memorandum of Understanding with the State of California.

Deliverable: The Consultant shall provide support after receipt of Conditional Designation so the County can achieve Final Designation. This includes assistance with identifying the Targeted Employment Area and the signing of the final Memorandum of Understanding with the State of California.

TASK #	TABLE 1: 2008 EZ APPLICATION PROJECT TASKS
1	PARTICIPANT CONTACT IDENTIFICATION
1.1	Identify Primary and Secondary Point of Contacts (POCs) and Obtain Signature Pages
1.2	Identify Enterprise Zone Manager, Vouchering Agent, State Assembly, State Senate and U.S. Congressional Representatives
1.3	Draft Enterprise Zone Program Management Information Chapter & Organizational Charts
2	ELIGIBILITY ANALYSIS
2.1	Identify Geographical Zone Configuration

2.2	Collect and Analyze Census Data for Eligibility Affirmation
2.3	Population Eligibility Tables in Narrative
3	**BOUNDARY CONFORMITY**
3.1	Complete Legal Description
3.2	Complete Street & Address Range
3.3	Complete Zone Street Map & Zone Boundary Map (Application Area, Eligible Area Commercial/Industrial Areas)
3.4	Complete Non-Contiguous Area Analysis and Justification Narrative (if necessary)
3.5	Demonstration or Exception Analysis & Narrative to Zone Ratio (51% Rule)
4	**RESOLUTION & MOU (Consultant Templates Provided)**
4.1	Draft and Passage of a Resolution Adopted That: Identifies the Area as Economically Depressed, Authorizes the EZ Application, Supports Economic Development, etc., Agrees to Conform to Application EZ Regulations, and Agrees to Self-evaluation Process
4.2	Detailed Letters of Commitment From Each Participant
4.3	Draft and Adopt Memorandum of Understanding Between County and City Adopting EZ Administration Program and Duty Statements
5	**ECONOMIC DEVELOPMENT & MARKETING STRATEGY PLANS**
5.1	Develop Comprehensive Marketing Strategy and Plan
5.2	Develop First Five-Year Plan Complete with Goals for Business Clusters, Retention, Attraction, Expansion, & Targeted Individuals
5.3	Identify Relationship Between Marketing Strategy & Eligibility Distress Factors Narrative
5.4	Complete Business Retention, Expansion & Attraction Plan Narrative
5.5	Identify Success Stories & Economic Development Partners
5.6	Identify Business Closures & Impacts
5.7	Identify Annual Marketing Plan Activities
5.8	Identify Available Property & Businesses
5.9	Develop Financing Program Plans, Identify Partners, & Establish Track Record Narrative
5.10	Complete Job Development Plan
5.11	Complete Vouchering Plan & Voucher Fee Remittance Plan
5.12	Complete Planning & Local Incentives Narrative
5.13	Complete Unemployment Area Income Levels Section
5.14	Complete Infrastructure & Capital Improvement Plan Narrative
6	**BONUS POINTS STATEMENT**
6.1	Identify Number of People Living Below Poverty Level and Percentage of Unemployed
6.2	Identify Unique Distress Factors of the Area
7	**PRODUCE & DELIVER FINAL APPLICATION**
8	**REMEDY TECHNICAL DEFICIENCIES**
9	**MEET CONDITIONS TO ACHIEVE FINAL DESIGNATION**

4.0 MILESTONES

Following the payment due to the Consultant after the Contract signing, the following milestones shall be achieved to initiate the progress payments identified in the Fee Schedule (Attachment B).

4.1 Application Outline (Expected in July 2008)
The Consultant shall prepare and submit to the Commission an outline of the application that conforms to the guidelines issued by HCD.

4.2 First Draft (Expected in September 2008)
The Consultant shall prepare and submit to the Commission the first draft of the application, which will include application sections started and/or completed to date.

4.3 Final Draft (Expected in November 2008)
The Consultant shall prepare and submit to the Commission the final draft of the application, which will include all application sections, narratives, documentation and other information required by HCD.

4.4 Application Submittal (Expected in November 2008)
The Consultant shall incorporate all of the Consultant's/Commission's agreed-upon final edits/changes/comments made to the Final Draft and deliver the application to HCD, with hard and electronic copies to the Commission, by the specified due date.

4.5 Response to Technical Deficiencies (Expected in December 2008)
The Consultant shall prepare and submit to HCD responses to any Technical Deficiencies identified by HCD by the specified due date.

4.6 Final Designation (Expected in February 2009)
The Consultant shall assist the Commission in preparation of documents needed to achieve final designation of the Enterprise Zone. This shall include any Resolutions, MOUs, Targeted Employment Areas, or other documents required by HCD for the Commission to receive Final Designation.

5.0 RESPONSIBILITIES

The Commission and the Consultant's responsibilities are as follows:

The Commission

5.1 Personnel

5.1.1 The Commission shall monitor the Consultant's performance of this Contract.

5.1.2 The Commission shall provide direction to the Consultant in areas relating to County policy, information and procedural requirements.

5.1.3 The Commission shall prepare any amendments to the Contract, if needed, in accordance with the terms of the Contract.

5.2 Furnished Items

5.2.1 The Commission will endeavor to facilitate the gathering of needed supporting data from various County departments, as needed. Supporting data may include County investments, future projects, improvements and other actions the County plans to take, which may be needed to complete the application.

5.2.2 The Commission will complete all evidence of compliance with the California Environmental Quality Act (CEQA).

5.2.3 The Commission will complete all GIS mapping of data provided by the Consultant.

The Consultant

5.3 Project Manager

5.3.1 The day-to-day project management responsibilities shall be conducted by Rex Halverson, who will also maintain the ultimate responsibility for work associated with the Enterprise Zone application and will be responsible for the overall project completion.

5.3.2 Mr. Halverson shall act as a central point of contact with the Commission, and shall have full authority to act for the Consultant on all matters relating to the daily operation of the Contract. He can be contacted at:

Rex Halverson
Tassa Consulting Group, LLC
555 Capitol Mall, Suite 410
Sacramento, CA 95814
Phone: 916.444.0015
Fax: 916.444.0042
Email: rhalverson@tassaconsulting.com

5.4 Personnel

The Consultant shall assign the following personnel to handle the various components of the Enterprise Zone application process:

- Rex Halverson
- Chris Micheli
- Gail Halverson
- Paul Fraidenburgh

5.5 Materials and Equipment

The Consultant is responsible for the purchase of all materials/equipment to provide the needed services. The Consultant shall use materials and

equipment that are safe for the environment and safe for use by the Consultant's employees.

5.6 The Consultant's Office

The Consultant shall make available at least one employee who can respond to inquiries related to the Consultant's performance of the Contract. This employee shall be available during normal business hours.

6.0 PERIODIC MEETINGS/PRESENTATIONS

The Consultant is required to attend all scheduled meetings and present recommendations, findings and application data to County Supervisors and staff and other County Departments and staff, as needed.

7.0 ADDITION/DELETION OF SERVICES

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

ATTACHMENT B

FEE SCHEDULE

ATTACHMENT B – FEE SCHEDULE

1.0 PAYMENT SCHEDULE

Event	Invoice #	Anticipated Date	Amount	Percent of Contract	Cumulative Amount	Cumulative Percent
Contract Signing	1	Mar-08	$12,000	10%	$12,000	10%
Application Outline	2	Jul-08	$12,000	10%	$24,000	20%
First Draft	3	Sep-08	$12,000	10%	$36,000	30%
Final Draft	4	Nov-08	$24,000	20%	$60,000	50%
Application Submittal	5	Nov-08	$30,000	25%	$90,000	75%
Response to Technical Deficiencies	6	Dec-08	$24,000	20%	$114,000	95%
Final Designation	7	Feb-09	$6,000	5%	$120,000	100%
		Contract Total	$120,000			

ATTACHMENT C

REQUIRED CONTRACT FORMS

COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:	TASSA CONSULTING GROUP, LLC
Company Address:	555 CAPITOL MALL, SUITE 410
City:	SACRAMENTO **State:** CA **Zip Code:** 95814
Telephone Number:	916-444-0015
Solicitation For (Type of Goods or Services):	EZ APPLICATION PREPARATION

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of $50,000 in any 12-month period.

  - ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: REX W. HALVERSON	**Title:** Principal
Signature: R. W. Wh	**Date:** 8-2-07

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by Commission/Housing Authority) __X__NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

__X__YES _____NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

__X__YES _____NO _____N/A (Program not available)

Bidder/Proposer Organization: TASSA CONSULTING GROUP, LLC

Signature: R. W. HL

Print Name: REX W. HALVERSON

Title: PRINCIPAL Date: 8-2-07

Tel.#: 916 - 444-0015 Fax #: 916 · 444.0042

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: TASSA CONSULTING GROUP, LLC Date: 8-2-07

Address: 555 CAPITOL MALL, SUITE 410, SACRAMENTO

State: CA Zip Code: 95814 Phone No. : 916-444-0015

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

1) No Federal appropriated funds have been paid, by or on behalf of the above named firm 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 and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: Rex W. Halverson Title: Principal

Signature: R. W. HL Date: 8-2-07

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Tassa Consulting Group, LLC
Vendor's Name

555 Capitol Mall, Ste. 410, Sacramento, CA 95814
Address

20-3553547
Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.

2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.

3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.

4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Rex W. Halverson Title: Principal

Signature: R. W. H Date: 8-2-07

CHARITABLE CONTRIBUTIONS CERTIFICATION

TASSA CONSULTING GROUP, LLC
Company Name

555 CAPITOL MALL, Suite 410, SACRAMENTO, CA 95814
Address

20-3553547
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.	(X)	( )

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.	( )	(X)

Rex W. Halverson
Signature

8.2.07
Date

REX W. HALVERSON, PRINCIPAL
Name and Title (please type or print)

Community Development Commission of the County of Los Angeles
Organization Information Form

I. **FIRM/ORGANIZATION INFORMATION** Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: TASSA CONSULTING GROUP, LLC

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☒ Other (Please Specify) LLC

Total Number of Employees (including owners): 3

Distribute the above total number of employees into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American						
Hispanic American						
Asian American						
Asian Pacific American						
Native American						
Caucasian	1	1			1	
Other _____						

II. **MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION**

This firm/organization:

☐ **is a Minority Business Enterprise.**
"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals.

☐ **is a Woman Business Enterprise.**
"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

☒ **is *not* a Minority or Woman Business Enterprise.**

III. **DECLARATION**

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.

Print Authorized Name	Authorized Signature	Title	Date
Rex W. Halverson	Rex W. Hl	Princip.l	8-2-07

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Tassa Consulting Group, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
555 Capitol Mall, Suite 410

Requester's name and address (optional)

City, state, and ZIP code
Sacramento, CA 95814

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
		–			–			

or

Employer identification number
2	0	–	3	5	5	3	5	4	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ R. W. Wh Date ▶ 8-2-07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:	Snodgrass & Michelli, LLC		
Company Address:	1415 L Street, Suite 620		
City:	Sacramento	**State:** CA	**Zip Code:** 95814
Telephone Number:	916-943-6802		
Solicitation For (Type of Goods or Services):	Enterprise Zone Consultant		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

☒ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Chris Michelli	**Title:**	Principal
Signature:		**Date:**	8/2/07

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by Commission/Housing Authority) ✓ NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

✓ YES _____NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO ✓ N/A (Program not available)

Bidder/Proposer Organization: Snodgrass & Michell, LLC

Signature: _____

Print Name: Chris Michell

Title: Principal Date: 8/2/07

Tel.#: 916-743-6802 Fax #: 916-448-3094

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: Snodgrass & Micheli, LLC Date: 8/2/07

Address: 1415 L Street, Suite 620, Sacramento

State: CA Zip Code: 95814 Phone No.: 916-743-6802

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

1) No Federal appropriated funds have been paid, by or on behalf of the above named firm 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 and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: Chris Micheli Title: Principal

Signature: [signature] Date: 8/2/07

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Snodgrass & Michell, LLC
Vendor's Name

1415 L Street, Suite 620
Sacramento, CA 95814
Address

56-2422733
Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.

2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.

3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.

4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Chris Michell Title: Principal

Signature: _____ Date: 8/2/07

CHARITABLE CONTRIBUTIONS CERTIFICATION

Snodgrass & Michelli, LLC
Company Name

1415 L Street, #620 Sacramento, CA 95814
Address

56-2422733
Internal Revenue Service Employer Identification Number

N/A
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		
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

8/2/07
Date

Chris Michelli Principal
Name and Title (please type or print)

Community Development Commission of the County of Los Angeles

Organization Information Form

I. **FIRM/ORGANIZATION INFORMATION** Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: Snodgrass & Michell, LLC

Business Structure: ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)_____

Total Number of Employees (including owners): 1

Distribute the above total number of employees into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American						
Hispanic American						
Asian American						
Asian Pacific American						
Native American						
Caucasian	1					
Other _____						

II. **MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION**

This firm/organization:

☐ **is a Minority Business Enterprise.**
"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals.

☐ **is a Woman Business Enterprise.**
"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

☒ **Is *not* a Minority or Woman Business Enterprise.**

III. **DECLARATION**

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.

Print Authorized Name	Authorized Signature	Title	Date
Chris Michell		Principal	8/2/07

Rev. 3/07

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name: Snodgrass & Michell, LLC

Business name, if different from above:

Check appropriate box: ☒ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 1415 L Street, Suite 620

Requester's name and address (optional):

City, state, and ZIP code: Sacramento, CA 95814

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number: | | | - | | - | | | | |

Or

Employer identification number: 5 6 2 4 2 7 3 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8/2/07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

ATTACHMENT D

REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES:
CALIFORNIA CHARITIES REGULATION

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

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

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

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission 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.

Sin pena.
Sin culpa.
Sin peligro.

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

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

Estado de California
Gray Davis, Gobernador

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

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

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

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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