HOUSING AUTHORITY
of the County of Los Angeles
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Commissioners

Carlos Jackson
Executive Director

July 1, 2008

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

Dear Commissioners:

AUTHORIZE MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (ALL DISTRICTS) (3 Vote)

SUBJECT:

This letter recommends approval of a Memorandum of Understanding (MOU) between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of the MOU between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.

2. Approve and authorize the Executive Director of the Housing Authority to execute the attached MOU between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to renew the MOU between the Housing Authority and the

Regents of the University of California to continue Cooperative Extension program services.

FISCAL IMPACT/FINANCING:

On June 10, 2008, your Board approved the Housing Authority's Fiscal Year 2008-2009 budget, which includes an allocation of $430,000 in County general funds for the Cooperative Extension program. In addition, $30,000 in agency general funds will be used to increase the MOU amount from $430,000 to $460,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In 1993, the Board of Supervisors transferred the Cooperative Extension program from the County Department of Community and Senior Services to the Community Development Commission. The Commission was identified as an appropriate new home for the program because of the close similarities between its own mission and that of the Cooperative Extension program. Currently, the Cooperative Extension's budget resides within the Housing Authority. For the past 15 years, the County and the Housing Authority have jointly supported the continuation of Cooperative Extension program services.

On June 10, 2008, your Board approved the Housing Authority's Fiscal Year 2008-2009 budget, which included funding for the MOU. The MOU between the Housing Authority and the Regents of the University of California provides County residents with training on subjects such as horticulture, nutrition and gardening, as well as 4-H youth development programming.

The MOU contains a dual indemnification provision at Paragraph 18, which requires the Housing Authority and the Regents of the University of California to indemnify each other for any acts or omissions made by their respective employees. This provision has been approved by the Housing Authority's Risk Manager. In the absence of this indemnification provision, the Regents of the University of California have indicated that they will not enter into the MOU, thus jeopardizing the continuation of the Cooperative Extension program services.

The attached MOU has been approved by County Counsel as to form. At its meeting of June 25, 2008, the Housing Commission recommended approval of the MOU.

ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment.

The activity 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.

IMPACT ON CURRENT SERVICES:

The actions requested will continue services provided to County residents through the Cooperative Extension program.

Respectfully submitted,

Bobbette A. Glover
for CARLOS JACKSON
Executive Director

MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This Memorandum of Understanding (MOU) is made and entered into this 1st day of July 2008, by and between Housing Authority of the County of Los Angeles, hereinafter called the "Housing Authority", and the Regents of the University of California, hereinafter called the "University" or "Contractor" or "Agency".

WITNESSETH THAT:

WHEREAS, the University is qualified by reason of experience, preparation, organization, staffing and facilities to provide the following services to persons residing in housing units owned or managed by the Housing Authority, and the Housing Authority desires the following Services to be provided to its assisted residents in order to further their efforts toward self-sufficiency through the support, operation and maintenance of programs in Expanded Food and Nutrition Education Program (EFNEP), Home Economics, Urban Gardens and Environmental Horticulture, Agriculture, Natural Resources and Environmental Issues, and Senior Initiative (the "Program" or "Services"); and

WHEREAS, the Housing Authority and University agree to cooperate to provide or assist in the provision of Services for the benefit of residents of Housing Authority owned residential properties.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived from the Services, the parties agree as follows:

1. **MEMORANDUM OF UNDERSTANDING**. This MOU consists of this MOU, Attachment A, Project Description and Service Locations; Attachment B, Budget; Attachment C, Position Descriptions; Attachment D, Quarterly and Monthly Progress Reports; Attachment E, Safely Surrendered Baby Information; Attachment F, Jury Service Program Form; Attachment G, Federal Lobbyist Requirements Certification; Attachment H, Earned Income Credit-Notice 1015 Form; Attachment I, Organization Information Form; Attachment J, Vendor's Equal Opportunity Certification Form.

2. **SCOPE OF SERVICE.** The University shall perform all of the Services set forth in Attachment A. The scope of the Services shall be modified each fiscal year.

3. **TIME OF PERFORMANCE.** Said Services of the University are to commence on the date first above written, and shall be completed not later than June 30, 2009.

4. **COMPENSATION AND METHOD OF PAYMENT**. Upon performance of the Services to the satisfaction of the Housing Authority under this MOU, the Housing Authority shall pay the University an amount not to exceed Four Hundred and Sixty Thousand Dollars ($460,000) from available funds which shall constitute full and complete compensation thereunder provided for the scope of the Services and the implementation of the projects described in Attachment A to this MOU. The amount of compensation provided under this MOU may be modified, on an annual basis, consistent with the time extension provision stated in Section 3, Time of Performance, upon mutual agreement the University and Housing Authority. For payment for the Services rendered under this MOU, University shall submit to the Housing Authority standard monthly invoices which are acceptable to the Housing Authority and which enumerate the Services rendered, the items purchased or to be purchased, and the appropriate budget cost category and line item to which the costs are to be

charged. University shall not request payment for the Services rendered under this MOU in excess of the budget cost categories and line items listed in Attachment B, Budget. Housing Authority will pay University after approval of costs specified in each monthly invoice. Amendment of line items is permissible for unforeseeable expenses that will be incurred.

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

5. **ADMINISTRATION**. The Executive Director of the Housing Authority, hereinafter called the "Executive Director", or his designee, shall have full authority to act for the Housing Authority in the administration of this MOU consistent with the provisions contained herein.

6. **COMPLIANCE WITH LAWS**. All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations and directives as they pertain to the performance of this MOU. This MOU is subject to and incorporates the terms of the following: The Housing and Community Development Act of 1974 as amended, 24 Code of Federal Regulations, Part 570; U. S. Office of Management and Budget Circular A-110, and A-122; and the County Auditor-Controller Contract Accounting and Administration Handbook.

7. **ALLOWANCES FOR LEASE OR RENTAL OF SPACE**. The Housing Authority shall approve space requirements necessary for work performed by University staff, located at the Housing Authority's Cesar Chavez facility, using prevailing area rates and space allocations, as established by the Housing Authority at the time of MOU execution.

8. **AFFIRMATIVE ACTION**. The University shall make every effort to ensure that all projects shall provide equal employment and career advancement opportunities for minorities and women. In addition, the University shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly as a result of this project.

9. **CHANGES**. The Housing Authority may, from time to time, request changes to the scope of the Services of the University to be performed hereunder. Such changes, including any increase or decrease in the amount of the University's compensation for eligible and approved program expenses, which are agreed upon by and between the Housing Authority and the University, shall be incorporated into this MOU by written amendments.

10. **CHANGES IN CONTRACT ALLOCATION**. The Housing Authority reserves the right to reduce the contract allocation when the Housing Authority's fiscal monitoring indicates that the University's rate of expenditure will result in unspent funds at the end of the program year. Changes in the contract allocation will be made after consultation with the University. Such changes shall be incorporated into this MOU by written amendments. University representatives shall be available to respond to questions and receive recommendations at community meetings when so requested by the Executive Director or his designee.

11. **JOINT FUNDING**. The Housing Authority shall not pay for any Services provided by the University with funds from other sources or designated for other purposes. All restrictions and/or requirements provided for in this MOU, relative to accounting, budgeting and reporting, apply to all projects regardless of funding sources.

12. **ASSURANCES.** The University hereby assures and certifies that it has complied with all applicable laws, regulations, policies, guidelines and requirements, OMB Circular Nos. A-110 and A-21 and that it will comply with all applicable federal, state and local laws and regulations as they relate to acceptance and use of federal funds for this federally assisted Program. Also, the University gives assurance and certifies with respect to the projects specified in Attachment A, that it will comply with all of the provisions of 24 Code of Federal Regulations 570.303, which pertain to assurances of program applicants. Furthermore, the University gives assurance and certifies that it will comply with provisions of 41 Code of Federal Regulations 60-1.4 and 24 Code of Federal Regulations 135.20, each of which is incorporated herein by this reference.

    University further assures and certifies that it will comply with any future amendments or changes to said required assurances and that during the term of this MOU it will maintain current copies of said assurances at the address specified in Section 13 below.

13. **NOTICES**. All notices shall be served in writing. The notices to the University shall be sent to the following address:

    Attn: Rachel Surls, County Director
    University of California Cooperative Extension
    4800 Cesar Chavez Avenue
    Los Angeles, CA 90022

    Notices, reports and statements to the Housing Authority shall be delivered or sent to the Executive Director or his designee, 2 Coral Circle, Building A, Monterey Park, California 91755.

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

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

15. **TERMINATION AND TERMINATION COSTS.** This MOU may be terminated for convenience or cause at any time by either party upon giving thirty (30) days notice in writing to the other party. Executive Director is hereby empowered to give said notice. The Housing Authority may immediately terminate this MOU upon the termination, suspension, discontinuation or substantial reduction in Housing Authority funding for the MOU activity or if for any reason the timely completion of the work under this MOU is rendered improbable, infeasible or impossible. In such event, University shall be compensated for all the Services rendered which are necessary and reasonable under this MOU and all necessarily incurred costs performed in good faith, in accordance with the terms of this MOU, that have not been previously reimbursed, to the date of said termination, to the extent Housing Authority funds designated for these purposes are available.

16. **FISCAL LIMITATIONS.** The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on Housing Authority funds not presently anticipated. Accordingly, the Housing Authority reserves the right to revise this MOU in order to take into account actions affecting HUD program funding. In the event of funding reduction, the Housing Authority may reduce the budget of this MOU, as a whole or as to cost category, may limit the rate of the University's Housing Authority to commit funds, or may restrict the University's use of its uncommitted and its unexpended funds. Where HUD has directed or requested the Housing Authority to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this MOU, the Executive Director may act for the Housing Authority in implementing and effecting such a reduction and in revising the MOU for such purpose. Where the Executive Director has reasonable grounds to question University's fiscal accountability, financial soundness, or compliance with this MOU, Executive Director may act for the Housing Authority in suspending the operation of this MOU for up to sixty (60) days, upon three (3) days notice to University of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the Housing Authority affect expenditures and legally binding commitments made by the University before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.

17. **EXPENSES FOR ENTERTAINMENT, MEALS OR GIFTS.** University certifies and agrees that it will not incur costs under this MOU to pay for entertainment, meals or gifts.

18. **INDEMNIFICATION.** In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Government Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Government Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Government Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense that may be imposed upon such other party solely by virtue of Government Code Section 895.2. Housing Authority and University agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth.

19. **CONFLICT OF INTEREST.** The University, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest. To this end, the University will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.

20. **DISCRIMINATION.** No person shall, on the grounds of race, sex, creed, age, handicap, color, religion, or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, program or employment supported by this MOU.

21. **STAFF TRAVEL.** Authorized University employees shall be reimbursed for monthly travel expenses solely related to automobile mileage at the current Housing Authority rate of reimbursement. These mileage claims shall reflect travel associated with Housing Authority sites, and Los Angeles County related business; or other locations mutually agreed upon by the Executive Director of the Housing Authority, and the Director of the Cooperative Extension Program. Authorized University employees shall include any Cooperative Extension employees, as approved by the Director of the Cooperative Extension Program, and shall not be limited to University employees whose salaries and benefits are reimbursed pursuant to this MOU.

22. **USE OF FUNDS.** All expenses incurred under this MOU shall be solely for costs approved in Attachment B, of this MOU. Separate financial records shall be kept for each funding source.

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

    The University must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the University will comply with the Lobbyist Requirements.

    Failure on the part of the University or persons/subcontractors acting on behalf of the University to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

24. **HOUSING AUTHORITY DUTIES**. The Housing Authority agrees to:

    A. Provide annually available funds as may be reasonably necessary for the support and maintenance of a Cooperative Extension Program in the County of Los Angeles as listed in Attachment B.

    B. Maintain documentation of procurement and facilitate the purchasing and payment of expenses for the cost category line-items and amounts listed in Attachment B, entitled Budget, of this MOU. Furthermore, the Housing Authority shall maintain financial documentation of goods or the Services paid for with federal funds received by the Housing Authority pursuant to the Acts.

    C. Reimburse University salaries and benefits as follows: One-hundred (100%) percent of the salary and benefits for a Management Services Officer; One-hundred (100%) percent of the salary a 4-H Computer Specialist in the main (Cesar Chavez) office; and, fifty (50%) percent of the salary and benefits for an Administrative Assistant in the Lancaster Office. Reimbursement will be granted upon the Housing Authority's receipt and approval of time sheets signed by each employee in the positions listed above, and their supervisor, and completed requests for reimbursement. Reimbursement will be in accordance with the Budget and will not exceed the Budget, Attachment B.

25. **UNIVERSITY DUTIES.** The University agrees to:

A. Make available for inspection its performance, financial and all other records pertaining to performance of this MOU to authorized Housing Authority personnel, and allow said Housing Authority personnel to inspect and monitor its facilities and program operations, including the interview of University staff and program participants, as required by the Housing Authority. The University agrees to submit all data that are necessary to complete the Annual Grantee Performance and Evaluation Report and monitor program accountability and progress, in the format and at the time designated by the Executive Director or his designee.

B. Establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook.

C. Make available all Program data necessary to provide Program progress reports to citizens of the County of Los Angeles. Furthermore, the University shall conduct public meetings, as necessary, to elicit public comments on the Programs offered under this MOU, and be adequately apprised of citizen recommendations made during the course of the Program.

D. Make available for inspection and audit to the Housing Authority's representatives, upon request, at any time during the duration of this MOU, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this MOU, whether or not such monies are received through Housing Authority. The University shall maintain all books and records relating to this MOU at a location within the County of Los Angeles. Failure of University to comply with the requirements of this Section shall constitute a material breach of this MOU upon which Housing Authority may cancel, terminate or suspend this MOU.

E. Prepare and submit financial, program progress, monitoring, evaluation and other reports as required by the Housing Authority. University shall submit to the Executive Director, or his designee, quarterly reports, due in October, January, April and July of each year, on the financial status and activities and accomplishments of the Cooperative Extension Program ("Program") in the County. University shall also maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as is considered necessary by the Housing Authority. University will ensure that its employees and representatives furnish such information, which, in the judgment of Housing Authority representatives, may be relevant to a question of compliance with contractual conditions with the Housing Authority or granting agency directives, or with the effectiveness, legality and achievements of the Program.

F. Maintain financial documentation for all mileage expenses. Furthermore, University shall maintain a mileage expenditure policy identifying positions eligible for mileage reimbursement, the rate of reimbursement, not to exceed the current Housing Authority rate per mile rate and documentation requirements such as mileage log sheets.

G. Maintain an inventory of all office equipment and furniture purchased, leased or maintained with Housing Authority funds.

H. Maintain a lease agreement or similar agreement for all office space paid with Housing Authority funds.

I. Provide, at regular intervals, copies of original time sheets, signed by each employee, and requests for reimbursement of the following University employees: one-hundred percent (100%) of the salary and benefits for a Management Services Officer; one-hundred percent (100%) of the salary a 4-H Administrative Assistant in the main (Cesar Chavez) office; twenty-five percent (25%) of the salary and benefits of an Administrative Assistant in the main (Cesar Chavez) office; twenty five percent (25%) of the salary and benefits of a Program Representative in the main (Cesar Chavez) office; and fifty percent (50%) of the salary and benefits for an Administrative Assistant in the Lancaster Office.

J. To the greatest extent feasible, training opportunities should be extended to low-and moderate-income persons residing within the community where the Program is located or the place where the Services are rendered and for contracts awarded to local businesses.

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

1. 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

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

2. 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".

3. 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

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

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

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

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

Contractor shall furnish the Housing Authority with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this Agreement.

The University self-insures in general and automobile liability risks and thus does not provide endorsements.

1. The Housing Authority, the Commission, County and their officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by the University, including products and completed operations, premises owned, leased, or used, and automobiles owned, leased, hired, or borrowed;

2. The insurance coverage shall be primary insurance with respect to the Housing Authority. Any insurance or self-insurance maintained by the Housing Authority, its officials, employees, or volunteers shall be in excess to the University's insurance and shall not contribute with it;

3. Coverage's shall state that the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Except for non-payment of premium, each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or limit except when 30 days prior written notice has been given to the Housing Authority. Where the University is completely self-insured for any of the required coverage's, or where deductibles or self-insured retention's exceed the limits of required coverage's, evidence of a formal funded program or self-insurance will be accepted in lieu of commercial insurance. University shall fully protect the Housing Authority in the same manner as their interest would have been protected had commercial insurance been in effect. No Housing Authority funds will be encumbered or reimbursed under this MOU until all insurance requirements have been met and evidence of said insurance, consisting of certificates of insurance and original endorsements, as required, have been reviewed and approved as being sufficient by the Housing Authority.

26. **HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN.** The Housing Authority or its agents will evaluate University's performance under this MOU on not less than an annual basis. Such evaluation will include assessing University's compliance with all contract terms and performance standards. University deficiencies, which the Housing Authority determines as severe or continuing and that may place performance of the MOU in jeopardy if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action to be taken by the Housing Authority and the University. If improvement does not occur consistent with the corrective action measures, Housing Authority may terminate this MOU or seek other remedies as specified in the MOU.

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

27. **UNIVERSITY'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**. University acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from Housing Authority through contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon taxpayers.

    As required by the Housing Authority's Child Support Compliance Program and without limiting Contractor's duty under this MOU to comply with all applicable provisions of law, University warrants that it is now in compliance and shall during the term of this MOU 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 District Attorney 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).

28. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM.** Failure of University to maintain compliance with the requirements set forth in Paragraph 28, "University's Warranty of Adherence to the Housing Authority's Child Support Compliance Program" shall constitute a default by the University under this MOU. Without limiting the rights and remedies available to the Housing Authority under any other provision of this MOU, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Board of Commissioners may terminate this Agreement pursuant to Paragraph 15, "Termination and Termination Costs".

29. **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.

30. **POST L.A.'s MOST WANTED PARENTS LIST.**

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

31. **TERMINATION FOR IMPROPER CONSIDERATION.**

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

The University shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority'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.

32. **INDEPENDENT CONTRACTOR.**

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

33. **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.

34. **FAILURE TO MAINTAIN INSURANCE.**

Failure on the part of the Contractor to procure or maintain insurance required by this MOU shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this MOU.

35. **EMPLOYEES OF CONTRACTOR.**

Workers' Compensation: Contractor understands and agrees that all persons furnishing the Services to the Housing Authority pursuant to this MOU 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 the Services provided to the Housing Authority under this MOU.

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

36. **DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA.**

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.

37. **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 the MOU.

38. **ACCESS AND RETENTION OF RECORDS.**

Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Controller 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 MOU for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of three years (3) after the Housing Authority pays final payment and other pending matters are closed under this MOU.

39. **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 MOU, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this MOU and during its term as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this MOU by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

40. **SEVERABILITY.**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the MOU 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.

41. **INTERPRETATION.**

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

42. **COMPLIANCE WITH LAWS.**

The Contractor agrees to be bound by applicable federal, state and local laws, regulation, and directives as they pertain to the performance of this MOU. This MOU is subject to and incorporates the terms of 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. If the compensation under this MOU is in excess of $100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 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 the Services required with this Agreement.

The Contractor shall comply with the following laws in Sections 23, 27-30 and 43-53, inclusive.

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

Contractor shall comply with the Civil the 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.

44. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.**

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.

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

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

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

Contractor shall comply with Executive Order 1146 and 11375, Equal Opportunity in Employment, which requires that during the performance of this MOU, 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 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 solicitation or advertisements for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provide 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 order of the Secretary of Labor.

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

In the event of Contractor's noncompliance with the non-discrimination clauses of this MOU or with any of such rules, regulations or orders, this MOU 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 a 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 subcontractors or purchase order as Housing Authority may direct as a means of enforcing such provision including sanction for noncompliance, provided however, that in the event the Contractor becomes involved in or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

47. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.**

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.

48. **USE OF RECYCLED-CONTENT PAPER PRODUCTS.**

The Contractor agrees to use recycled- content paper to the maximum extent possible on the Project.

49. **CONTRACTOR RESPONSIBILITY AND DEBARMENT.**

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

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

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

D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a

recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

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

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

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

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

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

50. **JURY SERVICE PROGRAM.**

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

Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with a Housing Authority contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more Housing Authority 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 Housing Authority, 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 the Services for the Housing Authority 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 agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority'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.

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

51. **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 E of this MOU and is also available on the Internet at www.babysafela.org for printing purposes.

52. **CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.**

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post

this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

53. **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 the attached *Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

54. **ENTIRE AGREEMENT.**

This Agreement with attachments consists of 40 pages and constitutes the entire understanding and agreement of the parties. This Agreement includes the following attachments:

A. Project Description and Service Location
B. Budget
C. Position Descriptions
D. Quarterly and Monthly Progress Reports
E. Surrendered Baby Law Fact Sheet
F. Jury Service Program Form
G. Federal Lobbyist Requirements Certification
H. Earned Income Credit – Notice 1015
I. Organization Information Form
J. Vendor's Equal Employment Opportunity Certification Form

SIGNATURES

IN WITNESS WHEREOF, the Housing Authority of the County of Los Angeles and the Regents of the University of California have caused this Memorandum of Understanding to be executed, through their authorized officers on this _____day of _____, 2008.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

By:_____
CARLOS JACKSON
Executive Director

APPROVED AS TO PROGRAM

HOUSING MANAGEMENT DIVISION

By_____
MARIA BADRAKHAN,
Director

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By:_____
Deputy

FOR THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA

APPROVED AS TO FORM:
CAROL BERMAN
Contracts & Grants Coordinator

By:_____

UNIVERSITY OF CALIFORNIA
COOPERATIVE EXTENSION

By:_____
RACHEL SURLS
County Director

ATTACHMENT A

PROJECT DESCRIPTION AND SERVICE LOCATIONS

The Los Angeles County Office of the University of California Cooperative Extension is part of a nationwide system that provides off-campus educational opportunities in a variety of program areas. It is a tax-supported program offering the residents of Los Angeles County information and educational activities in nutrition, family and consumer sciences, urban gardening, environmental horticulture, agriculture, and natural resources. Programs are offered to children, adults and seniors.

The following is a Scope of Services that the University, through Cooperative Extension, will perform for residents of the Housing Authority and other County residents on a priority basis. Scheduling is done on an ongoing basis throughout the program year based on requests from Housing Authority sites.

PROJECT SERVICE: Nutrition, Family and Consumer Science (Home Economics)

AUTHORITY DIVISION: Housing Management Division

TIME OF PERFORMANCE: July 1, 2008 - June 30, 2009

PROJECT COMPONENTS:

- Upon request, provide educational programs focused on family-related concerns such as food and nutrition, health and safety, family relationships, housing, consumer issues, money management and energy conservation.

- Through the Expanded Food and Nutrition Education Program (EFNEP), teach homemakers with limited incomes how to improve family diets, make better use of available resources, and improve their food preparation skills.

- Provide training for youth on nutrition issues as requested.

- Upon request, support job readiness and life skills training for Housing Authority residents by offering the "Gateway to a Better Life" program, which focuses on goal setting, money management, consumer education, fraud activities, time management, workforce preparedness, child care selection, appropriate workplace behavior, and overcoming barriers to employment.

Major Housing Authority Sites, including Maravilla, Harbor Hills, Carmelitos, South Scattered Sites, Francisquito Villa, Herbert Apartments, Marina Manor I and II, West Knoll Apartments, Palm Apartments, Kings Road, Sundance Vista, Whittier Manor, Orchard Arms, Foothill Villa, Lancaster Homes and Ujima Village will be contacted and offered the program. A minimum of one six-week EFNEP class for 10-20 people will be held for Housing Authority Residents. More classes will be held and scheduled by Cooperative Extension staff pursuant to the request of Housing Authority Staff. Additionally, two-hour workshops can offered to interested sites, and we will hold 2-hour nutrition education workshops at Authority sites, reaching 10-20 Housing Authority residents at each workshop, upon request by Housing Authority staff or resident councils.

Senior Initiative Nutrition Education

A series of 2-hour workshops on good nutrition for seniors will be held at all interested senior sites. Topics will include preparation of easy, health meals, easy fitness activities, using more fruits and vegetables in the diet, easy container gardening, and food safety. Activities will include hands-on recipe demonstrations and tasting opportunities. All senior sites will be contacted and offered the program, and it will be provided upon request of interested sites.

Countywide Nutrition, Family and Consumer Science Activities

Cooperative Extension holds free six-week classes through our EFNEP (Expanded Food and Nutrition Education Program) throughout the County. These cover meal planning, effective shopping, family budgeting, nutrition basics, food preparation, food safety, and other related topics. Classes are offered to low-income parents of young children throughout the County. Nutrition education classes and curriculum are also offered to teachers serving low-income students throughout LA County through our 4-H Youth EFNEP program.

The Family and Consumer Science Advisor is available to answer questions from the public and agencies relating to food safety, nutrition, and food preservation. Training on improving food safety practices is available to childcare providers and related agencies.

ATTACHMENT A

PROJECT DESCRIPTION AND SERVICE LOCATIONS

PROJECT SERVICE:	5-A-Day, Power Play and Latino 5-A-Day (These have been renamed The Network for a Healthy California Power Play! Children's Campaign and Latino Campaign).
AUTHORITY DIVISION:	Housing Management Division
TIME OF PERFORMANCE:	July 1, 2008 - June 30, 2009

PROJECT COMPONENTS:

- Cooperative Extension provides training to education professionals and youth agency staff on child nutrition education, on issues such as childhood obesity and improving childhood fruit and vegetable consumption. Additionally, we now offer the Network for a Healthy California Latino Campaign, which serves low-income Latino Adults.

- Free training and curriculum are available throughout the County, with a focus on low-income schools free training, cookbooks and other Latino Campaign materials are available to agencies serving low-income Latino adults.

UC Cooperative Extension Network for a Healthy California Campaign staff will assist in planning and holding community events, which promote healthy eating and physical fitness among children and adults.

Upon request of interested sites, staff will be available to assist Housing Authority sites with community events promoting a healthy message, by hosting a educational booth, providing nutrition education activities, and other support. Upon request by Housing Authority staff or residents councils, events can be held at Housing Authority sites, including workshops, cooking demonstrations, and booths at heath fairs or other community events. Residents will receive cookbooks, goodie bags, and various incentives, when such items are available, to promote healthy eating when they participate in campaign events.

ATTACHMENT A

PROJECT DESCRIPTION AND SERVICE LOCATIONS

The Environmental Horticulture Advisor is available to provide technical assistance and classes for Growing Experience trainees upon request of HA staff.

PROJECT SERVICE: Environmental Horticulture

AUTHORITY DIVISION: Housing Management Division

TIME OF PERFORMANCE: July 1, 2008 - June 30, 2009

PROJECT COMPONENTS:

Housing Developments Served	Participants
Carmelitos **Landscape management** Training, educational materials and technical assistance at Carmelitos. **Nursery operations** Training, educational materials, and technical assistance at the Carmelitos site	HA staff and Growing Experience trainees. The Horticulture Advisor will visit periodically to see if there are technical issues that he can assist with. Upon request, he will teach classes for trainees/staff.
Nueva Maravilla – Landscape Management Training, educational materials and technical assistance in landscape management.	HA staff–assistance will be provided upon request.
Lancaster	Lancaster Seniors—assistance will be provided upon request.

Countywide Environmental Horticulture Activities

Consult with and provide training for landscapers, nursery professionals and other members of the "green industry" in Los Angeles County. Conduct research as needed on pest control, landscape management, irrigation, and other issues of key importance, providing local industry with current University research-based information.

ATTACHMENT A

PROJECT DESCRIPTION AND SERVICE LOCATIONS

PROJECT SERVICE: Urban Gardens (Countywide)

AUTHORITY DIVISION: Housing Management Division

TIME OF PERFORMANCE: July 1, 2008 – June 30, 2009

PROJECT COMPONENTS:

- Provide training, educational materials and technical assistance to family and senior owned housing residents who want to grow more of their own fruits and vegetables to augment their food budget.

- Work closely with Housing Authority staff, and resident groups to help plan community gardens. Provide training as needed for "Growing Experience" trainees.

- Provide trained Master Gardener Volunteers to assist with urban gardening projects at Housing Authority sites as appropriate.

All sites will be contacted as to the availability of this program, and workshops will be provided upon request.

Countywide Urban Garden Activities

Train Master Gardener Volunteers in an 8-12 week gardening program, which will assist them to initiate community, school and other gardening projects in their own neighborhoods. Training provided in English and Spanish.

Provide free gardening advice, via telephone, to any Los Angeles County resident.

Provide workshops on gardening and cooking garden-fresh produce to low-income Los Angeles residents, along with free seeds and bilingual gardening handouts.

Maintain an annually updated database of all the community gardens in Los Angeles County, including number of plots and contact/sign up information. Match interested members of the public with the nearest community garden, upon request. Community garden roster is updated as new information is made available. It is on our website and mailed to anyone who requests it. This is an ongoing project.

ATTACHMENT A

PROJECT DESCRIPTION AND SERVICE LOCATIONS

PROJECT SERVICE: 4-H Youth Development

AUTHORITY DIVISION: Housing Management Division

TIME OF PERFORMANCE: July 1, 2008 - June 30, 2009

PROJECT COMPONENTS:

- Upon request, provide workshops on college access, parenting, literacy and homework for parents at Housing Authority sites, at the request of site staff and/or resident councils.

- As requested, assist Housing Authority site staff in initiating volunteer-supported 4-H clubs at Housing Authority sites. Provide volunteer training and ongoing support for volunteers identified by the Housing Authority.

Countywide Activities:

- Recruit and train interested parents and community adults to serve as 4-H volunteer leaders who organize hands-on, learn-by-doing activities (youth can select from more than 80 4-H projects).

- Provide training for staff of other on-site after-school programs as requested in how to implement specific learn-by-doing curriculum.

- Youth Leadership for Teens: For ages 12-19, an 8-week leadership training program for teens is offered in specific high-school service areas which offer college preparedness, time management, community organizing and community service. May be done by special request in other areas, pending availability of funding.

- Recruit Authority and Countywide youth to participate in 4-H projects including summer camp, state leadership conference, college visits, and other 4-H learning opportunities.

ATTACHMENT A

PROJECT DESCRIPTION AND SERVICE LOCATIONS

PROJECT SERVICES: Agriculture, Natural Resources And Environmental Issues (County-Wide)

AUTHORITY DIVISION: Housing Management Division and County-wide

TIME OF PERFORMANCE: July 1, 2008 - June 30, 2009

PROJECT COMPONENTS:

The Farm Advisor, based in the Antelope Valley, is available to work with local farmers, whose products include carrots, onions, alfalfa, peaches, and more. This position was created the University by at the requested of Supervisor Mike Antonovich.

The Natural Resources Advisor, based in East Los Angeles, provides advice on numerous environmental issues to governmental and non-profit agencies in Los Angeles County. Within the County, she supports and works closely with the Department of Public Works, the Agricultural Commissioner, the Department of Parks and Recreation, local Vector Control Districts, as well as other city, county, state, and federal agencies and non-profit organizations.

All Advisor training and consultation is available free of charge or at low-cost to LA County residents and agencies.

Antelope Valley	Los Angeles County
Consultation to local farmers: Workshops Field Days Publications One-on-one consultation addressing: Pest management Irrigation Applied Research for local solutions to agricultural and environmental issues	Training, workshops, publications and consultation on the following issues: Water quality Invasive weed control Watershed management Endangered species Fire management Land use planning Public health issues related to wild lands and wildfire and more. Management of invasive aquatic species.

ATTACHMENT B

FISCAL YEAR 2008 - 2009 BUDGET

Authority shall pay all reasonable program expenses incurred for the direct delivery of services listed in Attachment A to this MOU. Amounts budgeted for University expenses are as follows:

Account	Account Description	Budget Allocation
4102	Office Equip/Equipment Maintenance	38,000
4104	Printing and Reprographics	2,000
4105	Space Rent	46,600
4106	Supplies-Office	12,000
4108	Purchasing Services	2,500
4109	Mail & Messenger	1,500
4113	CBE	700
4202	Mileage & Parking	10,500
4204	Communications	21,400
4215	Building Maintenance	90,700
4323	Tenant Services/Contract*	182,100
4404	Utilities	52,000
Total		**$460,000**

The total amount budgeted under this MOU may only be modified or changed through a formal amendment to this MOU, subject to Section 16 of the MOU.

* Upon receipt of invoices at least thirty (30) days prior to June 30, 2009, the Authority will reimburse the University for salaries and benefits as follows: one hundred (100%) percent of a Management Services Officer; and one hundred (100%) percent of a 4-H Administrative Assistant/Computer Specialist in the main (Cesar Chavez) office; fifty (50%) percent of an Administrative Assistant in the Lancaster Office; twenty-five (25%) percent of a Administrative Assistant in Los Angeles County; and, twenty-five (25%) percent of a Program Representative in Los Angeles. Reimbursement will be granted upon the Authority's receipt and approval of time sheets signed by each employee in the positions listed above, and their supervisor, and completed requests for reimbursement. All other expenses shall be paid by the Authority pursuant to Section 4 of this MOU, entitled Compensation and Method of Payment.

ATTACHMENT C

POSITION TITLE: **Management Services Officer**

REIMBURSEMENT AMOUNT: **$73,600 (100%) Percent of Salary/Benefits**

PROJECT NUMBER: **SS7040**

LOCATION: **4800 Cesar Chavez Avenue, Los Angeles, CA 90022**

BRIEF DESCRIPTION OF DUTIES:

Provides overall administrative support for departmental operations and acts as liaison between the Housing Authority and Cooperative Extension in the areas of Fiscal Management, Office and Property Management, and Personnel Management.

POSITION TITLE: **Administrative Assistant**

REIMBURSEMENT AMOUNT: **$23,630 Fifty (50%) Percent of Salary/Benefits**

PROJECT NUMBER: **SS7040**

LOCATION: **355-A Avenue K-6, Lancaster, CA 93535**

BRIEF DESCRIPTION OF DUTIES:

Under the supervision of the 4-H Program Coordinator, this position provides overall administrative assistant and manages the office for the 4-H Program and the 4-H Program Coordinator in the Lancaster Office. Major responsibilities include staffing front desk reception area, answering and directing calls to appropriate source, coordinating meetings and presentations, preparing documents, correspondence and handouts for meetings, and maintaining files.

POSITION TITLE: **4-H Computer Resource Specialist**

REIMBURSEMENT AMOUNT: **$56,870 (100%) Percent of Salary/Benefits**

PROJECT NUMBER: **SS7040**

LOCATION: **4800 Cesar Chavez Avenue, Los Angeles, CA 90022**

BRIEF DESCRIPTION OF DUTIES:

Under the supervision of the 4-H Program Manager, this position provides overall administrative assistant for the 4-H Program in the Los Angeles Office. This position also supports computer and technology issues for the Cooperative Extension staff. This includes research on networks speed, laser printers, and software. This position maintains and backs up the office server for Cooperative Extension. Other responsibilities include managing 4-H state enrollment and data entry, acting as computer resource team leader, receiving club dues, preparing information materials for conferences and meetings, answering and directing calls to appropriate source, coordinating meetings and presentations, preparing documents, correspondence and maintaining files.

POSITION TITLE: **Administrative Assistant**

REIMBURSEMENT AMOUNT: **$15,000 Thirty (25%) Percent of Salary/Benefits**

PROJECT NUMBER: **SS7040**

LOCATION: **4800 Cesar Chavez Avenue, Los Angeles, CA 90022**

BRIEF DESCRIPTION OF DUTIES:

Under the supervision of the Management Services Officer, this position provides administrative assistance the office for the Los Angeles County Cooperative Extension Office. Major responsibilities include front desk reception, processes all incoming mail and receiving deliveries, answering and directing calls to appropriate source, scheduling meetings, copying documents, correspondence and handouts for meetings, and, translates educational materials for use by Spanish-speaking clientele, as needed

.

POSITION TITLE: **Program Representative**

REIMBURSEMENT AMOUNT: **$13,000 Fifty (25%) Percent of Salary/Benefits**

PROJECT NUMBER: **SS7040**

LOCATION: **4800 Cesar Chavez Avenue, Los Angeles, CA 90022**

BRIEF DESCRIPTION OF DUTIES:

Recruit participants from Community Development Commission (CDC) Public Housing sites, teaching nutrition-related classes for seniors. The Program Assistant will also coordinate special nutrition education events for CDC residents, including participation in on-site health fairs, and organizing education field trips to grocery stores, farmers markets, or the UCCE demonstration kitchen.

Attachment D

QUARTERLY PROGRESS REPORT

Agency Name: University of California Cooperative Extension

1. **Project:** **University of California Cooperative Extension Nutrition Program**

Number *Title*

This new project will allow the University of California Cooperative Extension to provide a nutrition education program for seniors at the Nueva Maravilla housing development, Francisquito Villa, Herbert Apartments, Southbay Gardens, Marina Manor I and II, West Knoll Apartments, Palm Apartments, Kings Road, Harbor Hills, Carmelitos, Sundance Vista, Whittier Manor, Orchard Arms, Foothill Villa and Lancaster Homes. The goal is to serve at least 100 people.

2. **Reporting Period:**

☐ 7/1 – 9/30 (1st qtr.) ☐ 10/1 – 12/31 (2nd qtr.) ☐ 1/1 – 3/31 (3rd qtr.) ☐ 4/1 – 6/30 (4th qtr.)

4. **Quantitative Accomplishment Information:**

Actual Accomplishments This Quarter: _____
(Number of client contacts,unduplicated) *Number*

DIRECT BENEFIT INFORMATION:

5. **New Beneficiaries:**

a. Total Number of new **persons** assisted this quarter: _____

b. Number of Female-Headed Households _____

6. **Race and Ethnic Categories:**

Racial Category	Total Number	Ethnic Category	
		Hispanic	Not Hispanic
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
White			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Race (specify racial category here)			
Totals*			

University of California Cooperative Extension Monthly Activity Report

Reporting Month:_____

Activities/Programs	Dates/Times	Locations	of Patricipants Served			Total visits	UC Staff Assigned	Outcomes/Highlights
			Returning	New	YTD			
Nutrition, Family, Consumer Science								
5-A-Day, Power Play and Latino 5-A-Day								
Urban Gardens								
4-H Youth Development								
Agriculture, Natural Resources and Environmental								
Environmental Horticulture Program								

*** Attach Database of Community Gardens**

University of California Cooperative Extension
Monthly Activity Report

Reporting Month: _____

Activity Summary:

Challenges:

Accomplishments: (if applicable)
Beyond Scope of the MOU

ATTACHMENT E

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.

ATTACHMENT F

COUNTY OF LOS ANGLES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	**State:**	**Zip Code:**
Telephone Number:		
Solicitation For (Type of Goods or Services):		

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 County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County 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, are $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:	**Title:**
Signature:	**Date:**

ATTACHMENT G

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm:_____Date: _____

Address: _____

State: _____Zip Code: _____Phone No. :_____

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:_____Title:_____

Signature:_____ Date: _____

ATTACHMENT H

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

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.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

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 2003 are less than $34,692 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 9, 2004.

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 2003 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 2003 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 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 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 2004 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 **Circular E (Pub. 15)**, Employer's Tax Guide.

Cat. No. 20599I

ATTACHMENT I

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

I. **FIRM/ORGANIZATION INFORMATION:** If you will be utilizing subcontractors, please copy and forward this document to them for completion as well. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

FIRM NAME: _____

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

Total Number of Employees (including owners):

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

My firm is recognized as a:
❑ Disadvantaged Business ❑ Disabled Veteran Business ❑ Small Business

II. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

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 WAS STATED ON THIS FORM.

Print Authorized Name	Authorized Signature	Title	Date

ATTACHMENT J

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

_____
Vendor's Name

_____
Address

_____
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:_____Title:_____

Signature:_____ Date: _____