COMMUNITY DEVELOPMENT COMMISSION
County of Los Angeles
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Executive Director

July 29, 2003

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

Dear Commissioners:

APPROVE AGREEMENT WITH THE NATIONAL DEVELOPMENT COUNCIL TO PROVIDE FINANCIAL ADVISORY SERVICES (ALL DISTRICTS)
(3 Vote)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve a one-year Agreement for Financial Advisory Services, in the amount of $60,000, between the Community Development Commission and The National Development Council, a California corporation, to provide financial advisory services and professional services for loans funded by the Community Development Block Grant (CDBG) Program, effective the date of Board approval.

2. Authorize the Executive Director of the Commission to execute the Agreement, and to use for this purpose Countywide CDBG funds.

3. Authorize the Executive Director of the Commission to execute two one-year extensions to the Agreement, for an annual compensation amount not exceeding $60,000 for the second and third years, conditioned upon satisfactory performance and continuation of the CDBG funding described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve an Agreement with The National Development Council to provide financial advisory and professional services to the Commission.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund.

Compensation for the initial one-year contract will be $60,000. Contingent upon satisfactory performance and continued funding, it is requested that the Executive Director be authorized to extend the contract in two one-year increments. Compensation will not exceed $60,000 annually for the second and third years. The contract and future amendments will be funded with Countywide CDBG funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Commission administers a number of loan programs using CDBG funds to stimulate economic activity and create jobs throughout Los Angeles County. These programs include: the County Float Loan Program; the County Development Loan Program; the County Micro Loan Program; the Section 108 Loan Guarantee Program, including the Countywide Loan Program and the Empowerment Zone Loan Program; and other CDBG-funded economic development programs.

The National Development Council possesses a high degree of experience with CDBG-funded economic development programs. It is a national firm with experience with Float Loan, Section 108 and Empowerment Zone loan programs, and the operations of Community Development Financial Institutions. The National Development Council has trained Commission staff loan officers, assisted in the structuring of over $30 million in Section 108 Loans and $20 million in Float Loans, and served as the Commission's financial advisor for the $20 million Empowerment Zone Loan Program.

The proposed Agreement will provide the consulting services necessary for administration of the above loan programs. Services will include providing technical assistance, such as: screening projects for eligibility; structuring loans for specific projects; obtaining assistance in project solicitation, negotiation and processing; developing economic development plans for the reuse of program income; providing economic development training for Commission employees; and providing services in other aspects of program operations.

Should The National Development Council require additional or replacement personnel after the effective date of this Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the minimum qualifications for the open position. The National Development Council will contact the County's GAIN Division for a list of GAIN participants by job category.

The Agreement has been executed by The National Development Council and approved as to form by County Counsel. The Agreement will be effective upon Board approval.

CONTRACTING PROCESS:

On March 26, 2003, an outreach was initiated to identify a firm to provide financial advisory services for the Commission's CDBG-funded loan programs for Fiscal Years 2003-04, 2004-05 and 2005-06. The Request for Proposals (RFP) was advertised in six local newspapers and listed on the County Web Site. A Summary of Outreach Activities is provided with this letter as Attachment A.

A total of five proposals were received, including a proposal from The National Development Council. Based on the evaluation of all proposals, the Commission has determined that The National Development Council is fully responsive to the RFP and provides most cost-effective service. This firm is being recommended to provide the required financial advisory services.

IMPACT ON CURRENT PROGRAM:

The Agreement will provide for the continuation of financial advisory services and other professional services required for the CDBG-funded loan programs, and related economic development activities.

Respectfully submitted,

CARLOS JACKSON
Executive Director

CJ:CC:mlj

Attachments: 2

Float/RFP/Bdltr

ATTACHMENT A

Summary of Outreach Activities

Agreement With The National Development Council To Provide Financial Services

On March 26, 2003, the following outreach was initiated to identify a firm to provide financial advisory services for loans funded by the Community Development Block Grant Program, including the Economic Development, Empowerment Zone and Section 108 Loan Programs.

A. Newspaper Advertising

Beginning on March 26, 2003, announcements appeared in six local newspapers, four of which are minority publications.

Los Angeles Times	Southwest Wave
Daily News	International Daily News
	La Opinion
	Los Angeles Sentinel

B. Internet Publication

An announcement, which included the complete Request For Proposals, was also posted on the County Web Site.

C. Proposal Results

A total of five proposals were received by the due date. The following summarizes the cost of services from each proposal:

Name	Cost of Services
The National Development Council	$60,000
Development Strategies, Inc.	$75,000
CABA	$200,000
Sedway Group	Fee schedule based on billing rate
Valley Economic Development Center	Fee schedule based on billing rate

The RFP requested a fixed fee for services. Three of the proposals provided this information. Two proposals did not provide a fixed fee, but instead provided a fee schedule based on the billing rate for individual staff members. After

reviewing these proposals, the Commission has determined that a fixed fee that incorporates all costs is more cost effective.

Based on the RFP criteria, quality of the proposal, and cost of services, The National Development Council was determined to be the most qualified firm to provide financial advisory services.

D. Selected Firm

Name	Ownership	Employees
The National Development Council	Non-Minority	Total: 43 13 Minorities 19 Women 30% Minority 44% Female

Other proposers declined to provide statistical information.

The Commission encourages the participation of minorities and women in the contract award process, including: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and disseminating information to associations which represent minorities and women.

The recommendation to award the Agreement for Professional Services to The National Development Council is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color or gender. The above information regarding the participation of minorities and women has been voluntarily provided to the Commission.

Float/RFP/Attachment A

AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This Agreement is made and entered into this __ day of _____, 2003, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and The National Development Council, a California Corporation, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

Contractor is in the business of providing needed financial advisory services. On April 5, 2003, in response to the Commission's Request for Proposals, Contractor submitted a proposal to furnish the hereinafter-described financial advisory services to the Commission.

TERMS AND CONDITIONS

2. TERM

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect until _____, 2004 unless sooner terminated as provided herein. The Commission's Executive Director may extend this Agreement for two additional years in one-year increments conditioned upon satisfactory performance as determined by the Executive Director in his sole discretion and continued availability of Community Development Block Grant funds.

3. CONTRACTOR'S RESPONSIBILITIES

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

4. COMPENSATION

Contractor will submit to the Commission an invoice on a form approved by the Commission for services rendered on a monthly schedule and upon receipt and approval, the Commission will pay to the Contractor a monthly payment not to exceed five thousand dollars ($5,000.00) within thirty (30) days of receipt of the invoice. The total amount of compensation under this Agreement will not exceed sixty thousand dollars ($60,000.00).

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

The following condition must be met to fulfill this Agreement and ensure prompt payment: Contractor will submit a monthly invoice on a form approved by the Commission for services rendered, and this invoice must be approved by the Commission.

Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such

payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

5. **SOURCES AND APPROPRIATION OF FUNDS**

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

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

6. **TERMINATION FOR IMPROPER CONSIDERATION**

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

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

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7. **SUCCESSOR AND ASSIGNMENT**

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

8. **CONFIDENTIALITY OF REPORTS**

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

9. **SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission. The Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

10. **INSURANCE**

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.

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

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

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

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

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

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

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

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

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission. Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A:VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

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

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

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

11. **INDEMNIFICATION**

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

12. **COMMISSION'S QUALITY ASSURANCE PLAN**

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

13. **TERMINATION FOR CONVENIENCE**

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. **TERMINATION FOR CAUSE**

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

A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and professional manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

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

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

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

Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from Commission through contracts, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of Los Angeles County.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 15, "Contractor's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to Commission under any other provision of this Agreement, 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 Commission Board of Commissioners may terminate this Agreement pursuant to Paragraph 13, "Termination For Convenience" or Paragraph 14, "Termination for Cause."

17. POST MOST WANTED DELINQUENT PARENTS LIST

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

18. INDEPENDENT CONTRACTOR

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

19. EMPLOYEES OF CONTRACTOR

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

Professional Conduct: The Commission 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 Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

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

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

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

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

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. This Agreement 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 Agreement is in excess of $100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

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

Contractor shall comply with the following laws in Sections 23 through 31, inclusive, and 39.

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

Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

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

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

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

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

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

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

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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

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

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

27. CONSIDERATION OF GAIN PARTICIPANTS FOR EMPLOYMENT

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

28. LOBBYIST ORDINANCES

A. Contractor and each County Lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160, retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing on the Commission Lobbyist Certification form that they are familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

   Failure on the part of the Contractor and or Lobbyist to fully comply with the Commission Lobbyist requirements shall constitute a material breach of this Agreement upon which the Commission may immediately terminate this Agreement and the Contractor may be subject to civil liability pursuant to Los Angeles County Code Chapter 2.160.

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

   The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements. Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDRAL 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.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

The Contractor agrees to use recycled-content paper to the maximum extent possible in the performance of this Agreement.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the Commission.

C. The Commission may debar a contractor 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 County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of Commission contractors.

32. ACCESS AND RETENTION OF RECORDS

Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books,

documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

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

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

34. SEVERABILITY

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

35. INTERPRETATION

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

36. 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.

37. PATENT RIGHTS

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

38. COPYRIGHT

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

39. COMPLIANCE WITH JURY SERVICE PROGRAM

Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the Commission's satisfaction either that Contractor is not a "Contractor" as defined under the Commission's Jury Service Program (Jury Service Program or Program) or that Contractor qualifies for an exception to 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 Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of the 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 Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

40. NOTICES

Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that Commission has

actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

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

43. ENTIRE AGREEMENT

This Agreement with Exhibits constitutes the entire understanding and Agreement of the parties. This Agreement includes the following Exhibits:

A. Scope of Work
B. Internal Revenue Service's Notice 1015
C. Sample Contract Amendment Form
D. Child Support Compliance Program Certification
E. Principal Owner Information Form
F. Confirmation Of Contractor Compliance
G. Firm's Ethnicity Compliance
H. CBE Qualification Declaration
I. Federal Lobbyist Requirements
County Lobbyist Ordinance

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

The Commission:
Cordé Carrillo, Director
Economic/Redevelopment Division
Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

The Contractor:
Scott Rodde, Director
The National Development Council
1500 Third Street, Suite D
Napa, CA 94558

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

SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Agreement through their duly authorized officers this __ day of _____, 2003.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By_____
CARLOS JACKSON, Executive Director

The National Development Council

By_____

Title _____

APPROVED AS TO FORM:
LLOYD W. PELLMAN, County Counsel

By_____
Deputy

APPROVE AS TO PROGRAM:
CORDE CARRILLO, ECONOMIC/REDEVELOPMENT DIVISION

By_____
Director

Float/3 Year RFP/Contract

Exhibit A

Scope of Work

A. Provide financial advisory services to support the Commission's economic development loan programs utilizing the Commission's CDBG funds, including, but not limited to float loans, commercial economic development loans, micro loans, Section 108 loans, economic development initiative program loans, Community Development Bank program loans, EDI/BEDI grants and loans, and Economic Development Administration revolving loan funds. This shall include review of or, if necessary, creation of written program guidelines and management plans that are consistent with federal requirements. Assist the Commission, as requested, to identify, screen and structure specific projects, assist in the project solicitation and negotiation process and in processing them through the U.S. Department of Housing and Urban Development (HUD), other federal agencies and the Los Angeles County Board of Supervisors for approval and in any follow-up procedures and reporting including meetings and documentation that may be required.

B. Work with Executive Director, or his designee, to analyze and provide recommendations of innovative and new financing programs to leverage the CDBG and other federal grants allocated for development activities.

C. Design and provide economic development plans for the reuse of program loan income.

D. Assist with HUD Section 108 applications, negotiations and programs as requested by the Commission.

E. Provide a monthly progress report and meet with Commission staff monthly and as necessary to discuss each project status.

F. Provide training to key personnel in the areas of loan origination, documentation, servicing; HUD guidelines and procedures; and credit evaluations.

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. October 2001)

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 2001 investment income (such as interest and dividends) is over $2,450.

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 2001 are less than $32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

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. You can also get the notice from the IRS Web Site 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 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 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 2001 and owes no tax but is eligible for a credit of $791, he or she must file a 2001 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 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15,** Employer's Tax Guide.

Cat. No. 20599I

Exhibit C

SAMPLE CONTRACT/AMENDMENT NO._____

THIS AMENDMENT NO._____TO AGREEMENT made and entered into this _____ day of _____, _____, by and between the Community Development Commission of the County of Los Angeles, hereinafter called "Commission" and _____ hereinafter called "Contractor".

WITNESSETH THAT:

WHEREAS, the Commission and the Contractor previously entered into an original Agreement on _____, _____, (reference previous amendments, dates, amounts, and purpose).

WHEREAS, it now becomes necessary to amend said Agreement and both parties are desirous of such amendment.

NOW, THEREFORE, in consideration of the mutual undertakings, herein, the parties hereto agree that said Agreement be amended as follows:

1. Attachment A, Scope of Work, is amended as follows:
2. Section 2, Term, is amended as follows:
3. Section 4, Compensation, is amended as follows:
4. Etc.
5. All other terms and conditions of this Agreement shall remain the same and in full force and effect.

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

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By: _____
CARLOS JACKSON, Executive Director

National Development Council

By_____

Title _____

APPROVED AS TO FORM:
LLOYD W. PELLMAN
COUNTY COUNSEL

By _____
Deputy

Exhibit D

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) Scott Radde, hereby submit this certification to the (County Department) Community Development Commission, pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor name as shown in bid or proposal) The National Development Council, ~~an independently-owned or franchiser-owned business~~ (circle one), located at (contractor or, if an association, associated member address) A NOT FOR PROFIT CORPORATION

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wages and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 6TH day of JUNE 2003
(Month and Year)

at: NAPA, CA (City/State) 707-257-1020 (Telephone No.)

by: [signature], DIRECTOR
(Signature of a Principal Owner, an officer or manager responsible for submission of the bid or proposal to the County)

Copy to: **Child Support Services Department**
Child Support Compliance Program
P. O. Box 911009
Los Angeles, CA 90091-1099
FAX: (323) 869-0343 **Telephone: (323) 889-2782**

Exhibit E

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Child Support Compliance Program
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343 **Telephone: (323) 889-2782**

Contractor or Association Name as Shown on Bid or Proposal: THE NATIONAL DEVELOPMENT COUNCIL

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: 1500 THIRD ST #C
NAPA, CA. 94559

Telephone: 707-257-1020 **FAX:** 707-255-2754

County Department Receiving Bid or Proposal: COMMUNITY DEVELOPMENT COMMISSION

Type of Goods or Services To Be Provided: FINANCIAL ADVISOR

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [X] No natural person owns an interest of 10 percent or more in this Contractor.
II. [ ] Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From Contractor	
1.			[YES]	[NO]
2.			[YES]	[NO]
3.			[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: 6/6/03
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Scott Rodde
(Print Name)

DIRECTOR
(Title/Position)

REVISED 03/31/2003

Exhibit F

CONFIRMATION OF CONTRACTOR COMPLIANCE

(Check appropriate boxes)

[✓] To [X] From

Child Support Services Department
Child Support Compliance Program
FAX: (323) 869-0343 **Telephone: (323) 889-2782**

[✓] From [X] To

Department Contact Person: Robert Swayze
Department Name: Community Development Commission
FAX: 323 890-8575
Telephone: 323 890-7110

[x] Departmental Request

Date: 6/10/03

Please confirm receipt of the Principal Owner Information Form from the following contractor as certified in the Child Support Compliance Program Certification:

Contractor Name as Shown on the Bid or Proposal: THE NATIONAL DEVELOPMENT COUNCIL
Contractor Address: 1500 THIRD ST. #C
NAPA, CA. 94559
Phone No.: 707-257-1020 FAX: 707-255-2754
Name of Person Certifying Submission: Scott Rodde
Date of Contractor Certification: 6/6/03

[✓] Child Support Services Department Response

Date: 6·11·03

The Principal Owner Information Form: [X] Has been received and approved.

[ ] Has **not** been received. Contractor cannot document timely submission. Contractor may be deemed non-responsible.

Signature of Person Completing this Confirmation: Pri Tel
Print Name: Patricia Tellechea
Phone Number: (323) 889-2782

Exhibit G

FIRM'S ETHNICITY COMPOSITION

The following information is for statistical purposes only. If you will be utilizing subcontractors on the job, please copy and forward this document to them for completion also.

I DECLINE TO RELEASE THIS INFORMATION AT THIS TIME.

_____
COMPANY NAME

_____
TITLE

(*) Is your firm declared to be of Minority or Woman Ownership? YES (NO)
If yes, please indicate Minority Group: _____

(**) Is your firm recognized as Disadvantaged by the U.S. Small Business Administration? YES (NO)

Please give the minority status of all your employees.

TOTAL NUMBER OF EMPLOYEES: 51
TOTAL NUMBER OF MINORITIES: 13
TOTAL NUMBER OF WOMEN: 26
TOTAL NUMBER OF NON-MINORITIES: 38

PERCENT OF MINORITIES: 25% PERCENT OF WOMEN: 51%

THE NATIONAL HEALTH ALLIANCE CO.
COMPANY NAME
A NOT FOR PROFIT CORPORATION
TITLE

(*) To qualify as a Community Business Enterprise (CBE), at least 51 percent of the business must actually and legally be owned by minorities or women. In addition, the active management and daily operations of the firm must be controlled by one or more of these individuals. CBE firms must also be a domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation or other business. Minority groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Americans and other minorities.

(**) Disadvantaged Businesses (DBE) are firms determined to be economically and socially disadvantaged by the U.S. Small Business Administration under Section 8 (A) of the Small Business Act, as amended (A5 U.S.C. 637 (A)) or any successor Federal statute. Non-profit organizations must also provide the minority/women composition of its Board of Directors.

Exhibit H

COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM QUALIFICATION DECLARATION

Non-minority business, in addition to minority, women-owned and disadvantaged business enterprises are requested to complete this form for the purpose of providing statistical information to the Community Development Commission. Please indicate the status of the controlling interest in your firm. Also, please complete the "Firm's Ethnicity Composition" document. Failure to submit these declarations will have no bearing on the award of contracts.

NAME OF FIRM: THE NATIONAL DEVELOPMENT COUNCIL

CONTROLLING INTEREST (X APPROPRIATE BOX)

( ) BLACK AMERICAN	( ) HISPANIC AMERICAN
( ) ASIAN AMERICAN	( ) FEMALE
( ) AMERICAN INDIAN AND	( ) OTHER MINORITY_____
( ) ALASKAN-NATIVE	(X) NON-MINORITY

(A) BLACK AMERICAN - A PERSON HAVING ORIGINS IN ANY OF THE BLACK RACIAL GROUPS OF AFRICA;

(B) HISPANIC AMERICAN - A PERSON OF SPANISH OR PORTUGUESE CULTURE WITH ORIGINS IN MEXICO, SOUTH OR CENTRAL AMERICA OR THE CARIBBEAN ISLANDS, REGARDLESS OF RACE;

(C) ASIAN AMERICAN- A PERSON HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF THE FAR EAST, SOUTHWEST ASIA, THE INDIAN SUBCONTINENT, OR THE PACIFIC ISLANDS;

(D) AMERICAN INDIAN AND ALASKAN NATIVE - A PERSON HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF NORTH AMERICA;

(E) OTHER MINORITY - MEMBERS OF OTHER GROUPS, OR OTHER INDIVIDUALS FOUND TO BE ECONOMICALLY AND SOCIALLY DISADVANTAGED BY THE U.S. SMALL BUSINESS ADMINISTRATION UNDER SECTION 8(A) OF THE SMALL BUSINESS ACT, AS AMENDED (A5 U.S.C. 637 (A)) OR ANY SUCCESSOR FEDERAL STATUTE.

(F) FEMALE

(G) NON-MINORITY

To qualify as a minority/woman-owned business controlled by one or more of the above-noted groups, at least 51 percent of the business must actually and legally be owned by minorities or women. In addition, the active management and daily operations of the firm must be controlled by one or more of these individuals.

The undersigned declare that the information contained herein is true and correct to the best of his/her knowledge.

SIGNATURE _____ DATE 6/6/03

Exhibit I

FEDERAL LOBBYIST REQUIREMENTS

CERTIFICATION

Name of Firm: THE NATIONAL DEVELOPMENT COUNCIL Date: 6/6/03

Address: 1500 THIRD ST. #C NAPA

State: CA Zip Code: 94559 Phone No.: 707-257-1000

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: Scott Rodde Title: DIRECTOR

Signature: [signature] Date: 6/6/03

Exhibit J

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: The National Development Council Date: 6/6/03

Address: 1700 Third St. #C Napa

State: CA Zip Code: 94559 Phone No.: 707-257-1022

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

1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

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 contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: Scott Rodde Title: Director

Signature: [signature] Date: 6/6/03

Exhibit K

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.