



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Cordé D. Carrillo
Acting Executive Director

May 12, 2009

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

Dear Commissioners:

ADOPTED

BOARD OF COMMISSIONERS
HOUSING AUTHORITY

3-H MAY 12, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE VIDEO SURVEILLANCE SYSTEMS INSTALLATION AND
MAINTENANCE CONTRACT FOR FIVE HOUSING DEVELOPMENTS IN
UNINCORPORATED WEST ATHENS, UNINCORPORATED QUARTZ HILL, AND
THE CITY OF SANTA MONICA (DISTRICTS 2, 3, 5) (3 VOTE)**

SUBJECT

This letter recommends approval of a two-year Contract (Contract) with West Beach Systems to install video surveillance cameras and equipment at the following five Housing Developments: Normandie Apartments in unincorporated West Athens, Quartz Hill I and II in unincorporated Quartz Hill, and 9th and 20th Street Apartments in the City of Santa Monica. The Contract also provides for two years of monitoring and maintenance of the systems.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the installation of video surveillance equipment is exempt from the California Environmental Quality Act because the activities will not have the potential for causing a significant effect on the enforcement.
2. Approve and authorize the Acting Executive Director to execute a Contract in the amount of \$219,421 with West Beach Systems for the provision, installation, monitoring and maintenance of video surveillance equipment at the following five housing developments: Normandie Apartments in unincorporated West Athens, Quartz Hill I and II in unincorporated Quartz Hill, and 9th and 20th Street Apartments in the City of Santa Monica.
3. Authorize the Acting Executive Director to use a total of \$219,421, comprised of \$100,000 in Community Development Block Grant



countywide funds and \$33,673 in Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD), and \$85,748 in Rental Housing Construction Program (RHCP) program revenue allocated by the State of California; and authorize the Acting Executive Director to approve Contract change up to \$21,942 for unforeseen project costs, using CFP funds and RHCP program revenue, and following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to enter into a Contract to provide for the provision, installation, monitoring and maintenance of video surveillance equipment at five housing developments. These systems will provide additional security for the properties and residents.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The Housing Authority will fund this Contract, which includes a two-year warranty period, with \$100,000 in Community Development Block Grant countywide funds and \$33,673 in CFP funds allocated by HUD, \$85,748 in RHCP program revenue allocated by the State of California. All funds are included in the Housing Authority's approved Fiscal Year 2008-2009 budget for this purpose. A 10% contingency, in the amount of \$21,942, is also being set aside for unforeseen costs, using CFP funds and RHCP program revenue.

The details of the fees per site are as follows:

Normandie Apartments	\$45,857
Quartz Hill I	\$43,197
Quartz Hill II	\$44,619
9th Street Apartments	\$42,874
<u>20th Street Apartments</u>	<u>\$42,874</u>
Total:	\$219,421

These fees include \$880 per site for 24 months of monitoring and maintenance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All installation work will be completed by June 30, 2009. Upon the expiration of the two-year warranty period, this equipment will be added to the Housing Authority's ongoing Video Surveillance Monitoring and Maintenance Contract. This Contract will allow the Housing Authority to continue to provide a safe living environment for residents at the housing developments by identifying criminal offenders and providing necessary video surveillance evidence to the sheriff and police departments.

These services are being federally funded and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, West Beach Systems will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Contract has been approved as to form by County Counsel and executed by West Beach Systems. On April 22, 2009, the Housing Commission recommended approval of the Contract award.

CONTRACTING PROCESS

On November 24, 2008, the Housing Authority initiated an outreach to identify a contractor to supply, install, monitor, and maintain five video surveillance systems. Request for Proposal Notices were mailed to 173 contractors identified from the Housing Authority's vendors lists and previous bid participation lists. Advertisements also appeared in nine local newspapers and on the Housing Authority and County websites. Thirty-three proposal packages were downloaded from the website.

On December 18 and 19, 2008, 15 contractors participated at the pre-proposal conference and site walks. On January 8, 2009 five proposals were received and evaluated. The bid submitted by Entrance Controls was initially determined to be the most qualified and highest ranked bid. Subsequently, West Beach Systems filed an administrative appeal. The administrative appeal was based upon the capacity of the digital video recorder (DVR) proposed for use by Entrance Controls. The hearing officer upheld the appeal, stating that Entrance Controls' proposed DVR could not meet the storage capacity required by the Scope of Work in the Contract.

The Honorable Board of Commissioners
May 12, 2009
Page 4

The second highest ranked bidder, Sierra Group, was given the opportunity to present a construction schedule to complete the installation by June 30, 2009, as required by the Contract. Sierra Group did not respond within the allotted time period. The third highest ranked bidder, West Beach Systems, confirmed its ability to complete installation within the time frame. Accordingly, West Beach Systems is being recommended for the Contract award.

The Summary of Outreach Activities is provided as Attachment A.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.35 (b)(3), this action is excluded from the National Environmental Policy Act (NEPA) because it involves activities that will not alter existing environmental conditions. The action is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 because it involves negligible expansion of an existing use.

IMPACT ON CURRENT SERVICES

The award of this Contract will allow the Housing Authority to continue providing a safe living environment for residents at five housing developments.

Respectfully submitted,


CORDÉ D. CARRILLO
Acting Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

Video Surveillance Systems Installation, Monitoring and Maintenance Contract For Five Housing Developments

On November 24, 2008, the following outreach was initiated to identify a contractor for the provision, installation, monitoring and maintenance of video surveillance equipment at five Housing Authority housing developments located throughout the County.

A. Newspaper Advertising

Announcements appeared in the following nine local newspapers:

La Opinion	Los Angeles Sentinel
Eastern Group Publications	Los Angeles Times
International Daily News	The Daily News
Long Beach Press Telegram	Agua Dulce News
WAVE Community Newspapers	

An announcement was also posted on the County website.

B. Distribution of Proposal Packets

The Housing Authority's vendor list was used to mail out Requests for Proposal Notices to 173 contractors, of which 77 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 33 proposal packages were downloaded from the internet.

C. Pre-Proposal Conference and Site Walk

Fifteen Contractors attended a Pre-Proposal Conference and site walks on December 18 and 19, 2008.

D. Proposal Results

On January 8, 2008, a total of five proposals were received and then evaluated using a 1000 point system. The evaluation scores are as follows:

<u>Company</u>	<u>Total Points</u>
Entrance Controls	712
Sierra Group	656
West Beach Systems	633
VAS Security	603
Climatec BTG	511

West Beach Systems filed an administrative appeal to the award of this Contract to Entrance Controls, based upon the capacity of the digital video recorder (DVR) proposed for use by Entrance Controls. A hearing was held on March 23, 2009 to discuss the disputed equipment. The hearing officer upheld the appeal, stating that Entrance Controls' proposed DVR could not meet the required storage capacity required by the Scope of Work (SOW). Sierra Group submitted the second highest scoring proposal and was given the opportunity to present a construction schedule to complete the installation by June 30, 2009, as required in the SOW. Sierra Group did not respond within the allotted time period. Therefore, an opportunity to contract for the project was given to West Beach Systems. West Beach Systems has represented that they will be able to complete the installation by June 30, 2009.

E. Minority/Female Participation – Contractor and Subcontractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
West Beach Systems	Non-Minority	Total: 10 6 minorities 0 women 60% minorities 0% women

F. Minority/Female Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Entrance Controls	Non-Minority	Total: 55 31 minorities 10 women 56% minorities 18% women
Sierra Group	Minority	Total: 55 25 minorities 8 women 45% minorities

		15% women
Climatec Building. Technologies Group	Non-Minority	Total: 70 22 minorities 4 women 31% minorities 6% women
VAS Security Systems	Non-Minority	Total: 25 7 minorities 2 women 28% minorities 8% women

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

The recommended award of the contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

Contract Summary

Project Name: Video Surveillance Systems Installation
Location: Five Housing Developments within Los Angeles County
Bid Number: CDC08-670
Bid Date: January 8, 2009
Contractor: West Beach Systems
Purpose: The Scope of Work includes the provision and installation of video surveillance equipment. During the two year warranty period the Contractor will monitor and maintain all the systems. These systems will be installed at Normandie Apartments (11431-11463 Normandie Avenue) located in the unincorporated area of South Los Angeles, Quartz Hill I (5028 West Avenue L-12) and II (42051 51st Street West) located in the unincorporated area of Quartz Hills, and 9th (1855 9th Street) and 20th (2006 20th Street) Street Apartments located in the City of Santa Monica.

Scope of Work: See Attached Scope of Work

Term: Upon execution, the Contract shall remain in full force for two years encompassing the warranty period, unless sooner terminated or extended in writing.

Performance Review: This contract will be monitored for compliance with the Federal prevailing wages during the installation period. Once the installations are complete the contractor must monitor the systems daily and report all findings. All services will be strictly monitored to be sure the Contractor is fulfilling all aspects of the Contract.

Compensation: The Contractor shall be paid as full compensation for the work required, performed, and accepted, exclusive of all costs and expenses which will be deducted from the contract contingency amount, the maximum, not-to-exceed price of \$219,421

Contract Contingency: \$21,942

STANDARD CONTRACT
Video Surveillance System Installation Monitoring & Maintenance Services

This Contract is made and entered into this 12th day of May, 2009 by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and West Beach Systems, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed video surveillance equipment installation, monitoring and maintenance services. On January 8, 2009 in response to the Housing Authority's Request for Proposals Contractor submitted a proposal to furnish the hereinafter-described video surveillance equipment installation, monitoring and maintenance services to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence as of the day and year first above written and shall remain in full force and effect for 24 months until June 30th, 2011 unless sooner terminated as provided herein.

Whenever in the contract, specifications, terms, requirements, and conditions the following terms are used, the intent and meaning shall be interpreted as follows:

BOARD shall mean the Board of Commissioners of the Housing Authority of the County of Los Angeles.

CONTRACT shall mean the written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the statement of work and exhibits, together with any special provisions thereof, included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

CONTRACTOR shall mean the person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the Housing Authority to perform or execute the work covered by these specifications.

CONTRACT WORK shall mean the entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the statement of work and exhibits covered by this contract.

EXECUTIVE DIRECTOR shall mean the Executive Director of the Housing Authority or designee; as used herein, includes the director of each division and/or their authorized representative(s).

PROPOSAL shall mean the written instrument which a contractor submitted in conformance with the Request for Proposal document (RFP).

3. CONTRACTOR'S RESPONSIBILITIES

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

4. COMPENSATION TERMS FOR INSTALLATION PROJECTS

- 4.1 The Housing Authority shall pay the Contractor for the performance of the Construction subject to additions and deductions by Change Order(s), an amount to be determined by the scope of the project. The Contractor represents and warrants that he shall pay his employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current Prevailing Wage Determination published by the State of California: Santa Monica RHCP 9th Street, and 20th Street) for the properties known as 11431-11463 S. Normandie Avenue, and Quartz Hills I & II housing developments Federal Department of Labor Prevailing Wages (Davis Bacon) apply.
- 4.2 State Prevailing Wage Rates may be amended from time to time from commencement of the Installation Contract through completion of the Work.
- 4.3 The Contract Sum includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.4 The construction project is funded with Federal funds, Federal Labor Standards Provisions (HUD 4010) including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. Federal Wage Decision Number: CA080033 Modification No. 16 dated 10/03/2008 is applicable to the project, these rates are the minimum rates that must be paid to ALL employees performing work in those classifications at the project site.
- 4.5 The construction project is funded with State funds, State Prevailing Wage Rates will apply to the installation. The Prevailing Wage published at the time of the installation will apply.

- 4.6 The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system. The Housing Authority will approve invoices subsequent to the completion of an individual installation(s) or work programs and the review and acceptance thereof by the Housing Authority.
- 4.7 The Contractor shall submit all required Labor Compliance forms to the Housing Authority before the start of construction. The Contractor shall submit to the Housing Authority all of its payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls within seven (7) days after the pay period has ended, shall constitute a breach of this Contract and entitles the Housing Authority to withhold up to ten percent (10%) from any pending payment until all such payrolls are received.
- 4.8 Payment shall be subject to all provisions of the Fee Schedule, Attachment B.
- 4.9 The Contractor and the Housing Authority agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Housing Authority the sum of Four Hundred Dollars (\$400.00) as liquidated damages for each calendar day of delay, until the Statement of Work (SOW) is accepted by the Housing Authority. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the SOW due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.
- 4.10 The Housing Authority may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.
- 4.11 The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract 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 Contract.

The Contractor shall submit to the Housing Authority an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the

Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The total amount of compensation under this Contract will not exceed Two Hundred Nineteen Thousand Four Hundred Twenty One Dollars and Eight Cents (\$219,421.08), which shall include all related expenses.

The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract 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 Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority'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 Contract. All funds are appropriated every fiscal year beginning July 1.

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

6. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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.

The Contractor 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, services, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

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

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

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

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 Housing Authority.

9. SUBCONTRACTING

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

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

10. INSURANCE

Without limiting Contractor's indemnifications provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and may provide for such deductibles as may be acceptable to the Housing Authority. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

West Beach Systems.

(Name of Contractor)

The insurance policies set forth herein shall be primary insurance with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When Contractor is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Contractor is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

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

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

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

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

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

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

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

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

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the 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 Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

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

14. TERMINATION FOR CAUSE

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

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority

shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority 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 HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and 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.

18. INDEPENDENT CONTRACTOR

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

19. EMPLOYEES OF CONTRACTOR

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

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 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 reports of harassment are received by the Contractor.

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

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

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

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

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract 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 Contract.

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

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

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

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

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

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

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

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

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

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

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

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the 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 Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September

24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority 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 Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. 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 Contract, 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 FEDERAL EARNED INCOME CREDIT

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

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Housing Authority 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.

- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County 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 County, 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 County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify 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 County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

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

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (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 Contract 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 Contract 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.

35. SEVERABILITY

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

36. INTERPRETATION

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

37. WAIVER

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

38. PATENT RIGHTS

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

39. COPYRIGHT

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

40. NOTICES

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

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

The Housing Authority: Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755
Attn: Esther Keosababian, Acting Director
Housing Management Division

The Contractor: West Beach Systems
1701 W. Burbank Blvd. #202.
Burbank, CA 91506
Attn: Per Fasmer, President
(818) 953-4296

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 Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

42. CONTRACTOR'S ACKNOWLEDGMENT OF 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.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the 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.

44. ENTIRE CONTRACT

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

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices
- E. Federal Prevailing Wage Decision

/
/
/

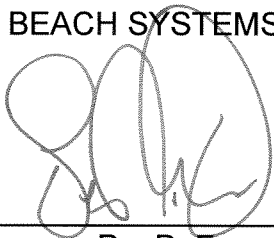
SIGNATURES

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

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

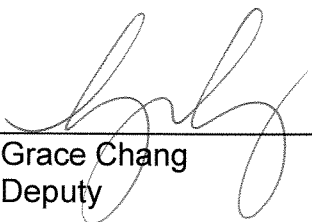
WEST BEACH SYSTEMS

By _____
Corde Carrillo
Acting Executive Director

By _____

Per D. Fasmer
President

APPROVED AS TO FORM:
Robert E. Kalunian
Acting County Counsel

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By _____

Grace Chang
Deputy

By _____
Esther Keosababian
Acting Director

ATTACHMENT A

STATEMENT OF WORK

**STATEMENT OF WORK
FOR
DIGITAL VIDEO RECORDER WITH BUILT IN MULTIPLEXER (DVR)**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes video surveillance system consisting of cameras, data transmission, wiring, and a control station with its associated equipment.
- B. Video surveillance system shall be integrated with monitoring and control system specified in Division 13 Section

2.0 INTRODUCTION

- A. The New Digital Sprite 2 or approved equal shall provide true flexibility to any CCTV security solution. It shall provide an intuitive interface allowing easy local user operation and IP connectivity to provide remote monitoring and system configuration capabilities.
- B. The digital video recorder and multiplexer (hereafter referred to as DVR) shall provide a high quality, 16-channel recorder capable of storage and playback of images from 1 to 16 camera inputs.
- C. The internal hard disks shall provide high quality, continuous digital recording, with an option to record up to 50pps or 100pps. The unit shall also be compatible with the Dedicated Micros RAID and JBOD units to extend the storage solution.
- D. High quality JPEG image recordings shall be accessible locally to the user from a single button selection or via a powerful GOTO and an event recall facility. Remote operators shall also be able to utilize MPEG-4 compression technology to view live images across an Ethernet network by using the Dedicated Micros NetVu ObserVer or approved equal software included with the DVR or optional embedded DV-IP Decoders.
- E. Variable alarm configuration shall allow remote notification of alarms via a variety of communication channels. There shall be support for pre-event alarm recording to ensure sufficient images are captured before the incident occurs and high quality bi-directional network audio shall provide on-site communication.

- F. The DVR shall be supplied with a built in DVD-R writer providing a quick and easy solution for copying images to DVD-R or CD-R media. The DVR shall also support the option to utilize FTP archiving to allow evidence to be transferred over the network.
- G. The DVR shall support digital watermarking to help identify and eliminate any tampering with recorded images.
- H. The New Digital Sprite 2 or approved equal shall be a single box solution shall include in-built co-axial & twisted pair serial telemetry control.

3.0 UNIT CAPABILITIES

- A. The DVR shall be available as a 16 camera input unit. The DVR shall support a main and spot monitor for displaying images from cameras. The DVR shall incorporate a triplex multiplexer for live multi-screen viewing and playback of images without interrupting multiplex recording.
- B. The DVR shall allow live and playback images to be viewed in the same multi-screen display.
- C. Each segment within the multi-screen display shall be selectable for viewing live images or playback of recorded images.
- D. The DVR shall incorporate an advanced network server for remote monitoring, alarm handling and configuration.
- E. The DVR shall provide a user-friendly, paged menu system that is controlled from the front panel keys of the DVR and viewable on a composite monitor (not included) that can be connected to the DVR's main monitor output.
- F. The DVR shall provide the capability for the user to read the on screen menus in any of eleven languages. Languages shall include; English, French, German, Spanish, Italian, Russian, Czech, Polish, Dutch, Hungarian and Swedish.
- G. The DVR shall maintain all user-defined programming in the event of power loss or power down.
- H. The DVR shall provide a Text-In-Image feature that enables text (such as POS, ATM data and production line) to be received through the RS232 COM ports, associated with a camera and recorded with the video.
- I. The DVR shall support both JPEG and MPEG-4 compression.
- J. The DVR shall support the option to view live and recorded images over a high-speed network in JPEG compressed format.

- K. The DVR shall support the option to view live and recorded images over a low speed network in MPEG-4 compressed format.
- L. The DVR shall always record in JPEG format to ensure high quality recording is maintained independently to compression format being used for viewing.

4.0 RECORDING CAPABILITIES

- A. The DVR shall be able to record video images to disk: continuously, upon motion detection, on receipt of an alarm or according to a time schedule.
- B. The DVR shall have the capability to simultaneously: record images, archive background images, allow multiple user network viewing and playback with no loss of record performance.
- C. The DVR shall be available in two record rate versions:
 - 1. Record rate of up to 60 PPS (pictures per second) (NTSC) or 50 PPS (PAL); and
 - 2. Record rate of up to 120 PPS (pictures per second) (NTSC) or 100 PPS (PAL).
- D. The DVR shall support standard and variable rate recording. The standard and variable record settings shall be configurable as either pictures per second or milliseconds per picture.
- E. The DVR shall support four modes of operation, these shall be; Rate, Day, Night and Weekend.
- F. The record rates shall be configurable for each mode of operation.
- G. The DVR shall provide standard record scheduling options for Record Rate, Event Rate, Event Active, and Event Mode.
- H. The Record Rate shall be the record rate for standard continuous recording.
- I. The Event Rate shall be the record rate upon motion or external alarm.
- J. The Event Active shall provide options to enable alarms, activity, or both alarms and activity.
- K. The Event Mode shall provide the option of overriding the standard recording mode upon event or alarm notification, with interleave or exclusive recording mode.

- L. The interleave mode shall prioritize standard recording of active or alarmed cameras in the multiplex sequence over non-alarmed cameras for the duration of the event.
- M. The exclusive mode shall record only the active or alarmed cameras in multiplex sequence and disable standard recording of non-alarmed cameras for the duration of the event.
- N. The DVR shall contain the following internal hard drive capacities:
 - 1. The 16-channel 100/120 PPS DVR units shall contain 160GB, 320GB or 600GB internal hard drives to record and store up to 2 weeks, 1 month or 2 months (respectively) of digital recording;
 - 2. This capability shall be based on the equivalent of 24-hour time-lapse mode, at 6 PPS and 18KB file size;
 - 3. The DVR shall record to the internal hard drives on a first in, first out sequence;
 - 4. The DVR shall provide a buffer where variable rate pre-alarm images shall be stored. The available buffer space shall be between 16 Kilobytes and 16384 Kilobytes;
 - 5. The DVR shall provide an option to protect images or crucial incidents from being overwritten;
 - 6. The Protected Images option shall allow the start and end times of an event to be defined and protected against overwriting;
 - 7. The Alarm Protection option shall protect panic alarms, global input alarms or both from being overwritten;
 - 8. The Pre-alarm and Alarm Duration option shall allow the user to protect video before the alarm occurred and after the event has ended;
 - 9. The DVR shall provide the option to identify a video expiry period this shall be defined as the maximum time the images shall remain on the hard drive;
 - 10. The DVR shall support a schedule function, the DVR shall be user-programmable to automatically;
 - 11. Select time of day for recording;
 - 12. Select cameras to be recorded;
 - 13. Switch alarms and activity detection on/off;
 - 14. Select interleaved or exclusively recorded alarm and activity events; and
 - 15. Alter the record rate for standard and event recording

5.0 SERVER CAPABILITIES

- A. The DVR shall provide a web interface to allow remote configuration of the system parameters.
- B. The DVR shall maintain all saved user-defined programming in the event of power loss or power down.

- C. The DVR shall provide the capability for the user to read the configuration menus and help pages in any of nineteen languages. Languages shall include English, French, German, Spanish, Italian, Chinese, Russian, Czech, Polish, Dutch, Hungarian, Portuguese, Turkish, Croatian, Danish, Finnish, Norwegian, Arabic and Swedish.
- D. The DVR shall provide the option for multiple users to connect to the same Server in several different languages simultaneously.
- E. The DVR shall support SMS text message functionality.
- F. The DVR shall have the option to send a message on alarm or camera failure, VMD activation and System Startup.
- G. Ensure the text is transmitted in a format that can be understood (verbal message) by a cell (mobile) phone.
- H. The DVR shall support the ability to configure Service Center details for text message services.
- I. The DVR shall support pin number configuration for SIM security.
- J. Convert the DVR to an SMS Server to centrally store SMS messages received from other NetVu or approved equal connected DVRs.
- K. The DVR shall provide the option to e-mail notification of an alarm; this alarm shall have the option to include a visual verification in the form of a still image.
- L. The resolution of the image shall be configurable to accommodate low speed network links.
- M. The shall provide a Text-in-Images feature that enables text to be received through the RS232 COM ports, associated with a camera or cameras and recorded into the image header.
- N. The DVR shall provide remote reporting capabilities.
- O. The DVR shall transmit a message using TCP/IP to a central Alarm Monitoring Station.
- P. The DVR shall provide support for a connection from the Alarm Monitoring Station to provide control of video, audio, telemetry and a list of recent alarm events.

- Q. The DVR shall support numerous tools to assist in system verification including:
 - 1. Video scope.
 - 2. Relay Testing.
 - 3. System variables.
- R. The DVR shall support numerous log files.
- S. The web interface of the DVR shall allow configuration and access to the logs for monitoring purposes.
- T. The system logs shall include:
 - 1. Connection Log
 - 2. Anonymous FTP
 - 3. Security log
 - 4. E-mail log
 - 5. Sent message log FTP
 - 6. Download log
 - 7. Log-file (system log)
 - 8. Log-file backup
 - 9. Tamper log.

6.0 CAMERAS

- A. The DVR shall provide composite BNC inputs for up to 6, 9 or 16 color or monochrome cameras.
- B. The video inputs shall have 75-ohm impedance.
- C. The DVR shall provide a loop through BNC connection for each camera input, with software-configured termination.
- D. The DVR shall auto-detect connected cameras and begin recording automatically upon power-up.
- E. The DVR shall feature time-base correction to eliminate the requirement for external camera synchronization.
- F. The DVR shall provide a user-programmable camera title for each camera, which will be optionally displayed on-screen, this shall be programmable via the OSD menus and the web interface.
- G. The DVR shall provide a user-programmable, 12-character title for each camera.
- H. The DVR shall provide the option to view all or selected cameras, without affecting hidden cameras.

- I. The DVR shall provide the capability to view all or selected hidden cameras via the network.
- J. The DVR shall have software-controlled contrast adjustment for each camera.
- K. The DVR shall have software-controlled colour adjustment for each camera.
- L. The DVR shall include protocols for recommended Pan/Tilt/Zoom dome cameras.
- M. The DVR shall provide on-screen indication on the main monitor if power or video capability is lost from any or all cameras.
- N. The DVR shall have a global trigger light duty relay output (500mA at 48V max) for camera fail.
- O. The DVR shall report camera failure or sync loss to a central station via TCP/IP alarm reporting, e-mail or SMS text messaging and create an entry in the event database.

7.0 REALTIME MONITOR VIEWING

- A. The DVR shall provide full screen and full screen programmable sequencing of camera views for the main and spot monitors.
- B. The DVR's main monitor shall provide the following, by model:
- C. The 16-channel DVRs main monitor shall provide programmable multi-screen in live and playback mode.
- D. The 16-channel DVRs main monitor shall provide programmable multi-screen in live and playback mode for Picture-in-picture, Quad, 9 way, 8+2, 12+1, 16 way
- E. The DVRs main monitor shall have x2 electronic zoom and freeze frame.
- F. The DVR shall provide the option of using a composite video BNC connector or S-video 4-pin, mini DIN connector for the main monitor.
- G. The DVR shall provide a composite video BNC connector for the spot monitor.

8.0 COMMUNICATIONS AND NETWORKING

The DVR shall have a standard 10/100Base-T Ethernet connection.

The DVR shall support remote network access to allow remote configuration or adjustment to settings via a Web browser.

The Ethernet connection on the DVR shall support a configuration option to force a 10Base-T configuration.

The Ethernet connection shall allow live and recorded viewing on a networked PC running Windows 2000 or WinXP using the included Dedicated Micros NetVu ObserVer, or via web pages over a standard Internet browser. Supported Web browsers shall include:

Netscape Navigator 7.1.

Internet Explorer 6.0.

The DVR shall support the ability to allow a maximum bandwidth to be set for data transmitted across the network.

The DVR shall optionally interface with a Dynamic Host Configuration Protocol (DHCP) server allowing the user to:

- Automatically assign an IP address.
- Manually assign an IP address.

The DVR shall support usage of external Domain Name Server (DNS) functionality.

The DVR shall support connectivity via a supported modem using Point to Point Protocol (PPP).

Monitoring and control shall be achieved over Ethernet via the 10/100BaseT network port where supported protocols include IP, TCP, UDP, DHCP, FTP, TELNET, ICMP, HTTP and ARP.

The DVR shall support an on-board firewall for security.

The firewall shall provide support for Preventing responses to ICMP traffic (PING)

Restricting access to authorized users based on:

- Identifying authorized IP addresses;
- Identifying port numbers for UDP traffic; and
- Identifying port numbers for TCP traffic.

The DVR shall support the option to enable a secondary web server port where default port settings are already in use on the network. The format shall be http://<IP ADDRESS>:<PORT NUMBER>/ (172.16.89.55:8899).

The DVR shall provide a Web Cam function allowing enabled cameras to transfer images via FTP to a web server for integration into a web site.

Each video input can be individually enabled for web cam operation.

The FTP upload shall be on a timed basis using a dwell time setting.

Transfer of images shall be sent as either a single FTP session or batch transfer.

Image resolution of the FTP image shall be configurable.

There shall be options for the Web Cam function to be disabled, permanently enabled or enabled for certain time periods.

The DVR shall have a Maximum Transmit Unit (MTU) option to control the size of the data packets transmitted across the network and Internet.

9.0 ALARMS

The DVRs alarm contacts shall have individually programmable polarity.

The DVR shall provide 18 hardware alarm input contacts, with the ability for up to 8 alarms to trigger one camera and/or one alarm to trigger multiple cameras.

The DVR shall support the option to include additional alarms to the system via up to 16 485-bus alarm modules.

Zone alarm inputs shall be user-definable for Boolean-style configuration where AND, OR or NOT options are available.

The DVR shall provide up to 999 seconds of tagged pre- and post alarm recording per event.

An internal pre-alarm buffer shall allow the pre-alarm to record above the standard record rate, or when the DVR is configured as an event recorder.

The DVR shall contain configuration parameters for the pre-alarm record rate, such that a camera can record at a slower PPS than the pre-alarm buffer record (e.g., Camera 1 records at 2 PPS; the pre-alarm buffer at 4 PPS).

On alarm, pre-alarmed images are downloaded from the pre-alarm buffer to the hard drive and co-located with the alarmed images.

The administrator shall be able to define the pre-alarm record rate and the number of pre-alarmed images.

The DVR shall provide the option to automatically send an e-mail on receipt of an alarm.

The DVR shall support the option to protect alarm images from being overwritten for a set time or indefinitely.

The DVR shall support an alarm database, which shall be configurable to allow the number of entries to be set.

The DVR shall have the capability to sequence alarms on the spot monitor

The DVR shall support an option for the main monitor display of the last camera to enter into alarm, or a sequence of cameras currently in alarm, or a multiway display of all cameras currently in alarm and return to pre-alarm display when all camera related alarms have been cleared.

The DVR shall provide the facility to trigger a telemetry preset on alarm.

The DVR will support up to 8 presets on alarm per camera, with an option to support up to 32 additional presets on alarm zones that can be assigned to any cameras.

The DVR shall have the facility to activate a buzzer on alarm.

The DVR shall provide support for capturing a global/panic alarm input on an optional keyboard attached via 485-Bus as an alarm zone input with a default action to force all cameras into an alarm condition at the alarm record rate.

The DVR shall have the facility to trigger a light duty relay output (500mA at 48V max) on alarm.

10.0 TELEMETRY

The DVR shall support numerous third party protocols for the control of PTZ / Dome cameras and analogue matrices.

The third party protocols shall be for coaxial and serial devices.

Coaxial protocols shall include BBV, Dennard and/or Pelco.

Serial protocols shall include DM, BBV, Dennard, Ernitec, JVC, Kalatel, MarkMercer, Panasonic, Pelco, Philips, Samsung, Sensormatic, Ultrak, Vantage, VCL, AD-matrix, BBV-matrix and/or VCL-matrix.

Control of these serial devices shall be available locally using an optional keyboard or across the network using an appropriate viewing application.

The DVR shall provide the ability to configure the PTZ / Dome camera menus using integrated commands.

11.0 AUDIO

The DVR shall support bi-directional audio.

The DVR shall support simultaneous audio recording and playback in real time.

Audio shall be controllable over the network using an appropriate viewing application to establish a bi-directional audio link.

The DVR shall support the option to configure the audio across the network as a UDP with bi-directional support.

The DVR shall support the monitoring of live and recorded audio via a UDP connection or via a TCP connection inline with the video being monitored.

12.0 VIDEO MOTION DETECTION

The DVR shall support the facility to enable video motion detection on any video input.

The DVR shall provide a 16 x 16 masking grid for basic activity detection on each camera view.

The DVR shall provide the option of five levels of motion sensitivity for activity detection on each camera view.

The DVR shall provide advanced video motion detection (VMD) across sixteen independent rectangular zones per camera.

The DVR shall provide an 80 x 64 grid resolution for defining the advanced VMD rectangular zones.

The DVR shall support a number of actions that can be automatically triggered on notification of Activity Detection or Advanced VMD:

- Create an entry in the DVR Database.
- Change record rate standard and variable.
- Record a still image.
- Report to a central location.
- Create a zone input which can automatically trigger a number of alarm actions.
- Transmit e-mail.
- Protect VMD images.

- Archive event recordings automatically.
- Provide a virtual alarm input to alarm zones.

The DVR shall provide up to 999 seconds of tagged pre- and post activity recording per event.

The DVR shall provide the option to protect VMD images for a set or an indefinite time period.

The DVR shall provide a mechanism to verify the configuration of the VMD prior to completion of the installation; this shall be possible with a walk test facility.

The DVR shall have an option to activate a buzzer activated upon activity and advanced VMD.

The DVR shall have the facility for the global trigger of a light duty relay output (500mA at 48Vmax) for video motion detection.

13.0 VIDEO MOTION SEARCH FACILITY

The DVR shall have video motion search to allow recorded searches on the hard disks, based on movement in a particular area of the image.

The DVR shall provide a 16 x 16 masking grid for defining a video motion search.

The DVR shall provide a list of the activity events that occurred within a defined area.

The DVR shall provide the option of five levels of motion sensitivity for activity detection on each camera view and the same sensitivity will be used for video motion search.

14.0 SEARCH AND PLAYBACK

The DVR shall offer VCR-style keys for:

- One button touch playback
- Fast forward (and frame advance), fast rewind (and frame rewind) and pause keys.
- Event log, including event log filter with quadrant preview facility, can be programmed by event type, time and date and/or camera number.
Event type options include:
 - External alarms;
 - Activity detection;
 - System events;
 - Activity list of a defined area or object, including a preview screen.

- GOTO time and date;
- Playback in multi-screen, quad, picture in picture and full screen; and
- Copying recordings to an archive list for downloading to the internal DVD writer or FTP server.

15.0 ARCHIVING

The DVR shall provide a mechanism to archive selected video images, alarm and VMD tagged video partitions.

The DVR shall provide both an internal DVD writer and an Ethernet network connection to allow recorded images to be archived.

The internal DVD writer shall allow images stored within the archive list to be written to CD-R or DVD-R media.

The DVR shall continue to record to internal hard drives while archiving.

The DVR shall generate an optional MD5 digital watermark of images archived to the CD or to the FTP server.

The NetVu ObserVer software shall be automatically saved along with the archived images on the CD / DVD to allow images to be replayed from any PC running Windows 2000 or Windows XP.

- The archive process shall be initiated by the following events:
- On connection to a network (FTP) or connection to blank media (DVD)
- At a scheduled time each day
- At regular polled intervals
- When sufficient events are queued to fill blank media (DVD)
- When manually initiated through the user interface.

The DVR shall provide an option to clear protection from images when download is complete to allow disk reuse.

The DVR shall provide drivers for recommended external SCSI devices for extending hard drive capacity.

The DVR shall automatically detect recommended SCSI devices on power-up.

16.0 REMOTE ALARM MONITORING

The DVR shall support user notification upon alarm over Wireless Ethernet, ISDN and PSTN to remote PC-based central stations. The information sent to the Alarm Receiving Centre shall include:

- IP address;
- Name;

- Primary Camera associated with the alarm; and
- Alarm Zone/VMD zone that was triggered.

The DVR shall provide the following selectable actions when an alarm zone has been triggered:

- Create a database entry.
- Change the standard record rate;
- Change the variable record rate;
- Send an email;
- Connect to a central station via Ethernet, PSTN or ISDN;
- Record a still image to the internal HDD;
- Protect the image in the disk;
- Auto archive alarms over the network; and
- Switch the mode of operation.

The DVR shall provide the Operator with status via the main monitor of the following system events on a camera by camera basis, video motion detection, camera fail and alarm input.

The DVR shall create an entry within the on-board database of general system events including system restart.

17.0 E-MAIL NOTIFICATION ON ALARM

The DVR shall support automatic e-mail upon alarm.

The DVR shall be capable of notification of the following events on a camera-by-camera basis:

- Alarm;
- Activity;
- Camera fail; and
- The DVR shall also be capable of notification in the event of a system restart.

The DVR shall supply the following information in each e-mail sent:

- Machine Site ID;
- Primary camera number;
- Alarm zone description; and
- Optional JPEG picture of primary camera image on first alarm.

18.0 REALTIME WEBPAGE VIEWING

The DVR web interface shall support an option for displaying images in web pages using a Java or Active X plug-in.

The DVRs web browser shall provide multi-screen options in live mode for:

- Full display, Quad display, 9 way display, 16 way display.

The DVR web browser shall have the option to take control of any video input that has been enabled for telemetry control including:

- Pan and Tilt control;
- Zoom, Focus and Iris control;
- Auxiliary control (wash, wipe, lights);
- Autopan;
- Patrol mode initiation;
- Send to preset; and
- Access to the telemetry menus.

Menu access and configuration shall be achieved via the Telemetry Setup page.

The DVR shall offer the facility to select any enabled camera inputs for display in live mode.

The resolution of the displayed video shall be controllable for:

High-resolution video, Medium resolution video, Low resolution video.

The web browser shall give the option to playback recorded video by selecting a time and date or selecting a recorded file from the event list.

The DVR shall offer the facility to select any of the camera inputs to display the record image associated with that input.

The resolution of the playback video shall be controllable for high and medium resolution video.

A filter option shall be available for the list of recorded files, the options shall be VMD, alarm and system reset.

There shall be VCR type control with frame advance, frame rewind, fast-forward, rewind, play and pause.

A speed control option shall be provided for video playback.

The DVRs web browser shall provide a number of demo pages where video can be selected and viewed via DuoView™, Multisite and camera map.

The DVR shall provide a DuoView™ web page for simultaneous viewing and comparison of live and replay footage from the same Server.

The screen display options shall be available in full display, quad display, 9-way display and 16-way display.

Search for recorded files shall be based on time and date.

There shall be VCR type control with frame advance, frame rewind, fast-forward, rewind, play and pause.

A speed control option shall be provided for video playback.

The DVR shall support a Multi-site web page where images from two Servers can be displayed simultaneously.

The screen display options shall be available as full display, quad display, 9-way display, 16-way display.

The video displayed shall be able to support either:

- Live images from both Servers;
- Replay images from both Servers; and
- Live from one Server and replay from one Server.

There shall be VCR type control with frame advance, frame rewind, fast-forward, rewind, play and pause.

There shall be speed control option for the playback of the video.

Search for recorded files shall be on time and date.

The DVR shall provide a Camera Map screen allowing images to be selected and viewed in live mode.

The Camera Map screen shall have the option to select corresponding video inputs from camera icons located on a map.

The cameras icons shall show the location and direction of the camera.

19.0 DAYLIGHT SAVINGS TIME

The DVR shall provide a default clock setting to automatically self-adjust for daylight savings time.

The DVR shall support the function to momentarily synchronize the time and date with the PC being used for configuration.

20.0 COLOR RESOLUTION

The DVR shall have a color resolution-sampling rate of 13.5 MHz to CCIR 601.

- The DVR shall have the following number of pixels;

- Live images at 720h x 448v (NTSC) or 720h x 512 (PAL);
- Multiplexed/recorded images at 720h x 224v (NTSC) or 720h x 256v (PAL); and
- The color resolution shall have 16.8 million colors with 256 levels of grey, and eight-bit luma.

21.0 DATA

The DVR shall have 2x 9 Way D-type connects for RS232 serial communication.

Configuration options available shall include Debug, General purpose, Text in image, PPP and RS232 telemetry.

The DVR shall have 2x 9 Way D-type connects for RS232/RS422/RS485 serial communication.

Configuration options available shall include Debug, General purpose, Text in image, RS232/485 telemetry.

The DVR shall support termination dipswitches to ensure correct transmission of RS485 data.

The DVR shall have 2x 485-bus MMJ connectors for 485-bus peripheral device connections.

The DVR shall have a SCSI-2 narrow, 50-pin, high-density connector.

The DVR shall have a 1x Ethernet RJ-45, 10/100Base-T connection.

The DVR shall support one audio in and one audio out RCA (phono) sockets for bi-directional audio

22.0 TEMPERATURE RANGE

The DVR shall be operational in temperatures ranging from 41-113 degrees Fahrenheit (5-45C).

23.0 RELATIVE HUMIDITY

The DVR shall be operational in a relative humidity range of 10 85 percent, non-condensing.

24.0 PHYSICAL PROPERTIES DIMENSIONS

The DVR shall measure 3 1/2 inches (H) x 17 5/16 inches (W) x 17 1/2 inches (D), or 89mm (H) x 440mm (W) x 445mm (D).

WEIGHT

- The DVR unit and power supply unit shall weigh a combined 25.1 pounds (11.4Kg).

POWER

- The DVR shall support an 180W internal power supply
- The DVR shall support an input voltage of 100 240 V AC 50/60Hz

25.0 ACCESSORIES

An infrared remote control unit shall be provided for system operation with the ability to:

- Change cameras and camera views;
- Playback images from the hard disk; and
- Search using the GOTO function and review the event log.

The DVR shall be supplied with 485-bus cable to provide connectivity to any additional DM alarm or relay modules.

A standard Ethernet cable shall be supplied to simplify the installation process.

A set of rack mounting accessories shall be supplied with the DVR Server to allow mounting of the unit in a suitable rack unit.

Glossary

IP Internet Protocol

TCP Transmission Control Protocol

UDP User Defined Protocol

DHCP Dynamic Host Control Protocol

FTP File Transfer Protocol

TELNET Terminal Emulation over a Network

ICMP Internet Control Message Protocol

HTTP HyperText Transfer Protocol

ARP Address Resolution Protocol

(Insert language)

ATTACHMENT B

FEE SCHEDULE

ATTACHMENT C

**REQUIRED CONTRACT
FORMS**

(Insert all applicable required forms)

ATTACHMENT D

**REQUIRED CONTRACT
NOTICES**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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

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

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

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

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

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate. Note. You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2004)

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 cuidadores 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 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 enterara. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde 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.