

**INTERGOVERNMENTAL AGREEMENT
FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

33907

This Intergovernmental Agreement is made and entered into this 30 of June, 2015, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and City of Long Beach, hereinafter referred to as "City."

WHEREAS, the Housing Authority is authorized under Section 6.2 of the Housing Authority's Procurement Policies and Procedures Manual to enter into an intergovernmental agreement with another governmental agency to procure common goods and services as authorized by Title 24 CFR 85.36 (b) (5);

WHEREAS, the Housing Authority is authorized to enter into an intergovernmental agreement with the City of Long Beach to procure supplemental law enforcement services for the Carmelitos housing development located in Long Beach, California from the Long Beach Police Department (LBPD) under Title 24 CFR 85.36 (b) (5) and such intergovernmental agreement is not subject to the rules relating to competitive procurements and agreements;

WHEREAS, pursuant to a written Cooperation Agreement dated August 30, 1979, by and between the Housing Authority and the City, it was agreed in pertinent part that the City shall, without cost or charge to the Housing Authority or the tenants of its developments (other than payment in lieu of taxes as described in such Cooperation Agreement), "furnish or cause to be furnished to the Housing Authority and the tenants of such developments public services and facilities of the same character and to the same extent as are furnished from time to time without a service fee to other dwellings and inhabitants in the City";

WHEREAS, the LBPD provides public law enforcement services within the City of Long Beach which includes the Housing Authority's Carmelitos housing development;

WHEREAS, the Cooperation Agreement does not provide for police services without a fee for patrolling private property such as at the Carmelitos housing development, and the Housing Authority has used private security personnel to perform policing functions within the boundaries of this development;

WHEREAS, the Housing Authority has experienced various levels of crime, including drug and gang activity, at the Carmelitos housing development;

WHEREAS, it is the common goal of the LBPD and the Housing Authority to provide a supplemental law enforcement program to reduce crime and fear of crime in the Carmelitos housing development;

WHEREAS, the City is willing to make available, for a fee, trained LBPD personnel to provide supplemental law enforcement services on private property; and

WHEREAS, for the purpose of achieving such common goal, the Housing Authority has requested the City to provide supplemental law enforcement services to its Carmelitos housing development over and above the enforcement services provided to the public generally.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. TERMINATION OF EXISTING LAW ENFORCEMENT AGREEMENTS

The Agreement for Supplemental Law Enforcement Services for Community Policing, Narcotics and Gang Investigations dated February 8, 2011 between the Housing Authority and the City (City Contract No. 32868) ended at 11:59 pm on June 30, 2015. Beginning July 1, 2015, the City shall provide supplemental law enforcement services to the Housing Authority at the Carmelitos housing development as set forth in this Intergovernmental Agreement.

2. DEFINITIONS For purposes of this Intergovernmental Agreement:

2.1 *Basic Law Enforcement Services* shall mean provision of law enforcement personnel and facilities of the same character and to the same extent as are furnished from time to time without a service fee to other dwellings and inhabitants in the City. Such Basic Law Enforcement Services shall include, but not necessarily to limited to, responses to citizen initiated calls, assistance provided by officers other than Community Policing Officers provided for herein; community relations services provided to the public generally; attendance at meetings to the same extent such services are provided to the general public; homicide investigations, gang investigations, narcotics investigations, arson investigations, explosives investigations, SWAT teams, vice investigations, child abuse investigations, patrol of public streets, crime prevention, maintenance of records and preparation of statistical and other reports generally maintained and prepared by LBPD; booking and jailing services; and time spent in court to testify as to Basic Law Enforcement matters.

2.2 *Supplemental Law Enforcement Services* shall mean the law enforcement services and facilities identified in Attachments "A" and "B" hereof to be provided to the Housing Authority by LBPD at the Intergovernmental Agreement Price specified herein. *Supplemental Law Enforcement Services* shall be law enforcement services of a different character and/or to a different extent than that provided to the public generally.

3. TERM

This Intergovernmental Agreement shall commence as of the day and year first above written and shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided herein. This Intergovernmental Agreement may be extended up to four (4) times in one-year increments.

4. CITY'S RESPONSIBILITIES

4.1 Level of Service. In consultation with the Housing Authority, the Chief of Police shall determine the level of service to be provided. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered as defined in Attachments "A" and "B" herein, or the minimum level or manner of performance of such services, the determination thereof shall be made by the Chief of Police and shall be final and conclusive.

4.2 Professional Standards. LBPDP agrees to perform the Supplemental Law Enforcement Services in a good and workmanlike manner, maintaining at least the professional standards required by the LBPDP or its professional law enforcement personnel performing police services for the public generally, outlined in Standard Police Officers' Code of Ethics.

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

4.3 Personnel. LBPDP shall provide all personnel to perform service functions under this Intergovernmental Agreement. The recruitment, selection, training, retention and supervision shall be the sole responsibility of the LBPDP.

The LBPDP shall cooperate with and involve the Housing Authority's Executive Director or designee in the recruitment, selection, training and retention of LBPDP personnel in the performance of the service functions provided herein. The LBPDP shall use best efforts to respond to the Housing Authority's requests and needs in filling personnel positions under this Intergovernmental Agreement.

4.4 Equipment. LBPDP shall provide and maintain the cars and radios solely to be used by the Community Policing Officers and provide space to store securely such cars and bicycles purchased by the Housing Authority, when such equipment is not in use.

4.5 Supervision. LBPDP shall provide an Administration and Supervision Sergeant to direct and coordinate the work effort of the Community Policing Officers, insure that their work effort and that of other LBPDP personnel complies with this Intergovernmental Agreement, and review and approve all monthly reports prepared for the Housing Authority under this Intergovernmental Agreement.

4.6 Training. LBPDP shall provide at its expense to the Community Policing Officers at least the level of law enforcement training provided to LBPDP Officers performing Basic Law Enforcement Services.

In addition, LBPB shall provide to the Community Policing Officers the special bicycle training and the special community policing training provided to community policing officers on non-Housing Authority assignments. The time spent by LBPB officers at any of such training programs shall not be charged to the Housing Authority unless pre-approved, in writing, by the Housing Authority's Executive Director or designee.

4.7 Crime Reports. LBPB shall provide daily a log and related complaint reports detailing supplemental services provided. LBPB shall provide monthly copies of complaint reports filed for the Carmelitos housing development, in addition to monthly Part I felony reports, selected Part II misdemeanor drug arrest reports, calls for services and handling minutes data for the specified reporting district and the unit history for the Carmelitos Community Police Officers. The specified reports will be submitted in a digital format using either Excel, Access or other mutually agreed upon software. Data for the previous month is due by the 15th of the following month.

5. COMPENSATION

5.1 The price for the Supplemental Law Enforcement Services to be provided by LBPB to the Housing Authority shall be at the rates provided for in Attachment "C" hereto. The Housing Authority and the City agree that Attachment "C" shall be revised annually to reflect changes to rates for Supplemental Law Enforcement Services and such revision shall not require a formal amendment hereto, but shall be effective 30 days after delivery of a notice from the Chief of Police to the Housing Authority. However, the Intergovernmental Agreement Price shall not exceed Three Hundred Sixty Thousand Dollars (\$360,000.00) over the term of this Intergovernmental Agreement. If the Intergovernmental Agreement Price needs to be adjusted, the parties will meet and confer in good faith to discuss a compensation amount. If parties fail to agree, a 30-day notice by either party will terminate the contract.

5.2 The services of the Community Policing Officers described in Attachment "A" will be provided at the rate for a Police Officer set forth in Attachment "C", and the services for any overtime officers provided for Community Policing Officers who are on vacation, sick leave, training or other type of leave, shall be provided at the patrol officer overtime rate set forth in Attachment "C", Supplemental Law Enforcement Service Costs.

5.3 The schedule shall be determined by LBPB in cooperation with the Housing Authority's Executive Director or designee, and will involve evening and weekend work. Within reason, the work schedule needs to be flexible based on the occurrence of crime and law enforcement related problems at the housing development. LBPB shall provide written notice to the Housing Authority on a weekly basis regarding the work schedule and shall provide written notice of any changes to said work schedule. Other than overtime personnel assigned, LBPB shall make reasonable effort to provide continuity among personnel and assign the same personnel to the Community Policing Program for a minimum of one year beginning July 1. At the time of a change in personnel, one officer shall remain assigned to said housing development during a period of at least 30 days for training and transition of personnel.

5.4 The service of the Narcotics and Gang Investigators described in Attachment "A" will be provided at the rates set forth in Attachment "C".

5.5 The Administration and Supervising Services described in Attachment "B" will be provided at the rates set forth in Attachment "C".

5.6 The charges set forth in Attachment "C" are inclusive of LBPD's overhead which include but is not limited to, the cost of the equipment to be provided by the LBPD, and the maintenance thereof excluding the police vehicles, supervisory personnel, worker's compensation, Commander and Patrol Sergeant's time, and no additional charge shall be made to the Housing Authority for overhead.

The City shall be paid in accordance with the Housing Authority's standard accounts payable system.

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

The City will submit a monthly invoice on a form approved by the Housing Authority for services rendered, and this invoice must be approved by the Housing Authority. The monthly invoice shall identify and detail the Supplemental Law Enforcement Services provided by the personnel during the preceding period, and provide a spreadsheet totaling all expenses incurred for the current contract year. Said billing shall not include charges for Basic Law Enforcement Service responses.

The City 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 City after the expiration or other termination of this Intergovernmental Agreement. Should the City 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 Intergovernmental Agreement shall not constitute a waiver of the Housing Authority's right to recover such payment from City. This provision shall survive the expiration or other termination of this Intergovernmental Agreement.

6. HOUSING AUTHORITY'S RESPONSIBILITIES

6.1 Payment of Invoices. The Housing Authority shall pay LBPD's approved invoices within thirty (30) days of receipt of the invoice with written reports and all supporting data necessary to verify the accuracy of the billing and shall provide prompt written notification to LBPD of the reason for disapproval of any invoice or report.

6.2 Facilities and Equipment. The Housing Authority shall pay the costs associated with one police vehicle, one or more cellular phones, one digital camera, one laptop computer or Ipad, two bicycles, two desks, one telephone, a computer with electronic e-mail, and one locking file cabinet at the Carmelitos housing development. The equipment provided by the Housing Authority should only be used by LBPD's personnel employed under this Intergovernmental Agreement. The LBPD shall take reasonable measures to insure proper care and security of all

equipment provided by the Housing Authority. The equipment provided by the Housing Authority shall remain the property of the Housing Authority and at the termination of this Intergovernmental Agreement shall be returned to the Housing Authority pursuant to its direction.

During the term of this Intergovernmental Agreement, the Housing Authority shall pay the cost of maintenance and repair of police vehicles and bicycles, however, the LBPB shall have the sole responsibility for maintaining and repairing said equipment.

6.3 Use of Space. The LBPB will review and execute any necessary Space Use Agreements (Attachment "F") with the Housing Authority pertaining to any commons spaces located at the Carmelitos housing development. At the request of the Chief of Police or his designee, the Housing Authority in its discretion may authorize the LBPB to utilize a vacant residential unit for purposes of surveillance of gang or drug-related criminal activity. The usage of a vacant residential unit for purposes of surveillance of gang or drug-related criminal activity shall not require a Space Use Agreement.

6.4 Orientation and Training. The Housing Authority shall provide at its expense to the Community Policing Officers (i) an orientation regarding the Housing Authority organization and personnel, and the housing development, (ii) an orientation regarding Housing Authority lease and Occupancy Policy, (iii) an orientation regarding the Intergovernmental Agreement, and (iv) an introductory course on community-based and problem-oriented policing. Subsequently, at its option and expense, the Housing Authority may provide the Community Policing Officers with site visits to other law enforcement agencies in California who have successfully implemented community policing programs in public housing developments or in high crime communities, and may send the Community Policing Officers and/or Supervisors to national, regional, and/or local training seminars on community policing and other topics pertinent to the implementation of the Intergovernmental Agreement. Any time spent by the Community Policing Officers on such Housing Authority-provided orientation or training programs shall be billed to the Housing Authority at the rates provided in Attachment "C" hereto.

6.5 Data. The Housing Authority shall cooperate with the LBPB by providing resident identification and information with respect to known drug, gang or other criminal activity and an updated tenant log on a weekly basis.

7. SOURCES AND APPROPRIATION OF FUNDS

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

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

8. TERMINATION FOR IMPROPER CONSIDERATION

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

The City 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.

9. 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 Section, 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.

10. CONFIDENTIALITY OF REPORTS

The City 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.

11. SUBCONTRACTING

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

12. INSURANCE

Without limiting the City's duties to indemnify and defend under Section 13 of this Intergovernmental Agreement, the City agrees to provide the Housing Authority with evidence of self-insurance as follows:

- A. Commercial general liability with limits of \$3,000,000 per occurrence and in aggregate that is equivalent in scope to CG 00 01 10 93 and includes, but is not limited to, coverage for Products/Completed Operations and Personal and Advertising Injury and does not exclude coverage for abuse and molestation defense,
- B. Law enforcement professional errors and omission liability with limits of \$3,000,000 per occurrence and in aggregate,
- C. Commercial automobile liability equivalent in scope to CA 00 01 06 92 covering for all "owned," "hired" and "non-owned" autos with limits of \$1,000,00 combined single limits, and
- D. Statutory workers' compensation coverage in compliance with the Labor Code that includes employer's liability coverage with limits of \$1,000,000 per employee and per occupational illness and includes a waiver of subrogation endorsement in favor of the Housing Authority.

This coverage will terminate upon completion or satisfaction of the requirements of this Intergovernmental Agreement or may be terminated sooner pursuant to terms of this Intergovernmental Agreement.

If any of the coverages described herein are changed or withdrawn, the City will mail the Housing Authority thirty (30) days prior written notice, but failure to mail such notice shall impose no obligation or liability of any kind upon the City of Long Beach, its officials, agents or employees.

With respect to the commercial general liability and commercial automobile liability coverage afforded herein, the Housing Authority of the County of Los Angeles, the Community Development Commission of the County of Los Angeles, the County of Los Angeles, and their duly elected or appointed officials, employees, representatives, and agents are included as additional covered interests but only with respect to activities performed by the City and funded by the Intergovernmental Agreement, provided that such liability is due to the negligence of the City.

13. INDEMNIFICATION

In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to this Intergovernmental Agreement as defined by Section 895 of said Code, the parties hereto, as among themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Intergovernmental Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. Parties to this Intergovernmental Agreement agree to indemnify, defend, and hold harmless each other against any and all liability, expense, and claims arising from their respective acts and omissions. The provisions of Section 2278 of the California Civil Code are made a part hereof as if fully set forth.

14. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the City's performance under this Intergovernmental Agreement on not less than an annual basis. Such evaluation will include assessing City's compliance with all Intergovernmental Agreement terms and performance standards. City deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Intergovernmental Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and City. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Intergovernmental Agreement, pursuant to Section 15 or 16, or impose other remedies as specified in this Intergovernmental Agreement.

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

15. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Intergovernmental Agreement for any reason at all upon thirty (30) days prior written notice to City. In the event of such termination, City 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.

16. TERMINATION FOR CAUSE

This Intergovernmental Agreement may be terminated by the Housing Authority upon written notice to the LBPDP 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 LBPDP 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 Intergovernmental Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the LBPDP, and should the LBPDP 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 LBPDP in whole or in part.
- B. Should the LBPDP fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Intergovernmental Agreement, or if the work to be done under this Intergovernmental Agreement is abandoned for more than three days by the LBPDP, then notice of deficiency thereof in writing will be served upon LBPDP by the Housing Authority. Should the LBPDP fail to comply with the terms of this Intergovernmental Agreement 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 LBPDP at the Carmelitos housing development in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the City.
- D. If, through any cause, the LBPDP shall fail to fulfill, in a timely and proper manner, the obligations under this Intergovernmental Agreement, or if the LBPDP shall violate any of the covenants, contracts, or stipulations of this Intergovernmental Agreement, the Housing Authority shall thereupon have the right to terminate this Intergovernmental Agreement by giving written notice to the LBPDP 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 City under this Intergovernmental Agreement shall, at the option of the Housing Authority become its property and the LBPDP shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

17. CITY'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The City 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 City's duty under this Intergovernmental Agreement to comply with all applicable provisions of law, the City warrants that it is now in compliance and shall, during the term of this Intergovernmental Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or 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).

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

Failure of the City to maintain compliance with the requirements set forth in Section 17, "CITY'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 under any other provision of this contract, failure of City to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Section 16 - "TERMINATION FOR CAUSE" and pursue debarment of City, pursuant to Housing Authority Policy.

19. POST MOST WANTED DELINQUENT PARENTS LIST

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

20. INDEPENDENT CONTRACTOR

This Intergovernmental Agreement 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 City.

21. EMPLOYEES OF CITY

The City 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 City. City 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 Intergovernmental Agreement.

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

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

23. SAFETY STANDARDS AND ACCIDENT PREVENTION

The City shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The City 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 Intergovernmental Agreement.

24. COMPLIANCE WITH LAWS

The City agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Intergovernmental Agreement, 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 Intergovernmental Agreement is in excess of \$100,000 then City 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 City must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Intergovernmental Agreement.

The City shall comply with the following laws in Sections 25-34, inclusive, 43-44, 47-49, inclusive.

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

The City 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.

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

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

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

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

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

The City shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Intergovernmental Agreement, the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The City 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 City 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 City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The City will send to each labor union or representative of workers with which the City has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency of the City'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 City 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 City 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 City's noncompliance with the non-discrimination clauses of this Intergovernmental Agreement or with any of such rules, regulations or orders, this Intergovernmental Agreement may be canceled, terminated or suspended in whole or in part and the City 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 City will include the provisions of these provisions 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 City 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 City becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

- a. The work to be performed under this Intergovernmental Agreement 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 Intergovernmental Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Intergovernmental Agreement, the parties to this Intergovernmental Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The City agrees to send to each labor organization or representative of workers with which the City has a collective bargaining contract or other understanding, if any, a notice advising the labor organization or workers' representative of the City'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 City 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 City will not subcontract with any subcontractor where the City has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The City will certify that any vacant employment positions, including training positions, that are filled (1) after the City is selected, but before the Intergovernmental Agreement 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 City'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 Intergovernmental Agreement 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 Intergovernmental Agreement. 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 Intergovernmental Agreement 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).

30. FEDERAL LOBBYIST REQUIREMENTS

The City 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 City 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 City will comply with the Lobbyist Requirements.

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

31. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The City 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.

32. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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

33. 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 City is hereby notified that if the Housing Authority acquires information concerning the performance of the City on this or other contracts which indicates that the City is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the City 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 City may have with the Housing Authority.
- c. The Housing Authority may debar a City, contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the City 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 City may be subject to debarment, the Housing Authority will notify the City in writing of the evidence, which is the basis for the proposed debarment and will advise the City 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 City and/or the City'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 City should be debarred, and, if so, the appropriate length of time of the debarment. The City 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 City has been debarred for a period longer than five years, that City 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 City 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 City 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.
- i. 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.
- j. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

34. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the City has demonstrated to the Housing Authority satisfaction either that City is not a "Contractor" as defined under the Jury Service Program or that City qualifies for an exception to the Jury Service Program, City shall have and adhere to a written policy that provides that its Employees shall receive from the City, 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 City or that the City 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 Housing Authority or a subcontract with a Housing Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority contracts or subcontracts.
- C. "Employee" means any California resident who is a full time employee of City. "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) City 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 City uses any subcontractor to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the contract.
- D. If the City is not required to comply with the Jury Service Program when the Intergovernmental Agreement commences, City shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and City shall immediately notify Housing Authority if City at any time either comes within the Jury Service Program's definition of "Contractor" or if City no longer qualifies for an exception to the Program. In either event, City shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Intergovernmental Agreement and at its sole discretion, that City demonstrate to the Housing Authority's satisfaction that City either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that City continues to qualify for an exception to the Program.
- E. The City's violation of this Section of the contract may constitute a material breach of the Intergovernmental Agreement. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Intergovernmental Agreement and/or bar City from the award of future Housing

Authority contracts for a period of time consistent with the seriousness of the breach.

35. ACCESS AND RETENTION OF RECORDS

The City 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 City which are directly pertinent to this Intergovernmental Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The City 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 Intergovernmental Agreement.

36. CONFLICT OF INTEREST

The City 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 Intergovernmental Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (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 Intergovernmental Agreement and during its term, as appropriate, the City shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Intergovernmental Agreement 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.

37. 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 Intergovernmental 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.

38. INTERPRETATION

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

39. 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.

40. 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 Intergovernmental Agreement.

41. COPYRIGHT

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

42. NOTICES

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

The Housing Authority: Housing Management Division
 700 West Main
 Alhambra, CA 91801
 Attn: Sean Rogan, Executive Director

The City: City of Long Beach Police Department
 400 West Broadway
 Long Beach, CA 90802
 Attn: Patrick H. West, City Manager

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 City 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.

43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The City 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 Intergovernmental Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

44. CITY'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The City acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The City 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 City's place of business. The City 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 City with the poster to be used.

45. NON-EXCLUSIVITY OF INTERGOVERNMENTAL AGREEMENT

It is expressly understood and agreed by the City that this Intergovernmental Agreement is non-exclusive and that the Housing Authority may enter into similar contracts with other parties for services of an identical nature provided herein.

46. ENFORCEMENT OF CALIFORNIA PENAL CODE SECTION 602 TRESPASS ON LAND, REAL PROPERTY AND STRUCTURES

Notwithstanding any provision of this Intergovernmental Agreement to the contrary, the Housing Authority and the LBPD hereby enter into a limited agency relationship, and the LBPD shall be the Housing Authority's agent, solely and exclusively for the purpose of allowing the LBPD to enforce California Penal Code Section 602 at the Carmelitos housing development when in the LBPD's discretion enforcement of Penal Code Section 602 is appropriate. This limited agency relationship shall be limited to those actions directly taken by the LBPD to enforce Penal Code Section 602 at the Carmelitos housing development. The LBPD shall retain the right to supervise and control its officers in enforcing Penal Code Section 602, including any decisions regarding the means of enforcing such penal code section.

47. 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.

48. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals and businesses that benefit financially from the Housing Authority through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

50. CONTRACTOR'S COMPLIANCE WITH THE HOUSING AUTHORITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES

The Contractor represents that it will comply with the Housing Authority's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "Smoking Designated Area." The Contractor acknowledges and understands that the Housing Authority's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

51. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

52. MODIFICATIONS

No modifications of, or amendment or addition to this Intergovernmental Agreement shall be valid or enforceable unless in writing and signed by both parties.

53. ENTIRE CONTRACT

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

- A. Statement of Work – Community Policing Officers and Narcotics and Gang Investigators
- B. Statement of Work – Administration and Supervision Services
- C. Fee Schedule
- D. Required Contract Forms
- E. Required Contract Notices
- F. Required Space Use Agreement

SIGNATURES

IN WITNESS WHEREOF, the City and the Housing Authority have executed this Contract through their duly authorized officers this 30 day of June, 2015.


HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

BY: 
SEAN ROGAN
Executive Director

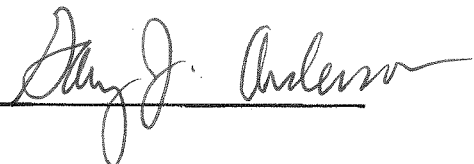
CITY OF LONG BEACH
A MUNICIPAL CORPORATION

BY: 
PATRICK H. WEST
City Manager

APPROVED AS TO FORM
MARY C. WICKHAM
Interim County Counsel

BY: 
Deputy

APPROVED AS TO FORM
CHARLES PARKIN
City Attorney

BY: 

APPROVED AS TO PROGRAM
HOUSING MANAGEMENT DIVISION

BY: 
Maria Badrakhhan, Director

ATTACHMENT “A” STATEMENT OF WORK

**Community Policing Officers and
Narcotics and Gang Investigators**

ATTACHMENT "A"

OBJECTIVES and STATEMENT OF WORK

COMMUNITY POLICING OFFICERS*:

- Partner with residents and staff of the Housing Authority to plan and implement the Community Policing Program.
- Identify crime and nuisance problems that impact the quality of life within the housing development utilizing a variety of sources including, but not limited to, crime data and information from staff and residents.
- Solve problems utilizing the SARA Model (Scanning, Analysis, Response and Assessment) of problem solving.
- Implement traditional and innovative strategies, which include prevention, intervention and enforcement strategies in response to crime problems.
- Conduct an annual survey of residents to introduce or inform residents about the Community Policing Program and to identify crime and nuisance problems.
- Identify, with the Housing Authority management, Narcotics and Gang Investigators and other law enforcement resources, persons involved in drug and gang related activities and other crime problems in and around the housing development.
- Develop strategies with Housing Authority management and other law enforcement resources to address the identified drug and gang activity and other crime problems. Strategies will include prevention, intervention and enforcement.
- Implement and evaluate the prevention, intervention and enforcement strategies to address identified drug and gang activity and other crime problems.
- Conduct foot and bike patrols, which directly affect the quality of life of residents and the general level of fear among residents, who are the victims of drug and gang elements. Fifty percent (50%) of patrol time should be on foot and bike.
- Check in daily (Monday-Friday) with the Property Manager or his/her designee.
- Provide to the Property Manager or his/her designee and Housing Authority management written notice by e-mail of any schedule changes.

- Participate in weekly Carmelitos management meetings and monthly Community Policing Task Force meetings with other concerned and affected agency personnel such as prosecutors, probation officers, parole agents and Housing Authority management and staff.
- Participate in monthly Community Safety Committee and Resident Council meetings or any other meetings as requested by the Housing Authority.
- Prepare reports and maintain files on civil and/or criminal activity, which affects the residency status of persons residing in the housing development, as requested by the Housing Authority.
- Complete and transmit logs daily and related Housing Violation Forms, complaint reports, and releasable investigation reports. Prepare complete and accurate monthly reports that document daily activity and results for the previous month and a SARA status report of crime problems being targeted by the Community Policing Officers.

Basic Law Enforcement Services (as defined in this Agreement), including area-wide patrol services and response and follow-up to citizen initiated calls provided to the general public and which are funded by the general revenues of the City of Long Beach are not chargeable pursuant to this Intergovernmental Agreement. (Refer to Section 2)

* The Long Beach Police Department COPS (Community Oriented Public Safety) incorporates these strategies.

NARCOTICS AND GANG INVESTIGATORS AND SUPERVISORS:

- Identify, with the Housing Authority management, Community Policing Officers and other security resources, persons involved in drug-related and gang-related activity in and around the housing development.
- Solve problems utilizing the SARA Model for problem solving.
- Prepare reports and maintain files on civil and/or criminal activity, which affects the residency status of persons residing in the housing development, as requested by the Housing Authority management.
- Participate in monthly (or any other meetings as requested by the Housing Authority) Anti-Drug and Gang Task Force meetings with other concerned and affected agency personnel such as prosecutors, probation officers, parole agents and Housing Authority management.
- Prepare monthly reports that document daily activity for the previous month, including SARA status statement of crime problems being targeted by the investigators, and copies of reports on the person(s) being investigated in the housing development.

ATTACHMENT "B"
STATEMENT OF WORK

**Administration and
Supervising Services**

ATTACHMENT "B"

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

ADMINISTRATION AND SUPERVISING SERVICES

STATEMENT OF WORK

The Administration and Supervising Services Sergeant will serve as administrative liaison between the Long Beach Police Department and the Housing Authority. The Administrative and Supervising Services Sergeant will be responsible for the following:

- Assist the Housing Authority in the preparation of the Intergovernmental Agreement and interface with the City Attorney.
- Assist in the recruitment, orientation and training of personnel who will be working under the Intergovernmental Agreement.
- Provide functional supervision for all personnel who will be working under the Intergovernmental Agreement.
- Prepare all Special Services and all other overtime requests that outline the operation, schedule and cost. Receive approval from the Housing Authority before the operation is implemented. Preference for Special Services and all other overtime requests will go to the officers who are currently assigned or who have recently worked for the Intergovernmental due to their familiarity with the community and Intergovernmental Agreement requirements. If the aforementioned officers are not available, Housing Authority approval of another officer to work the assignment will be required.
- Review the monthly invoices, monitor year-to-date contract expenditures and reports pursuant to the Intergovernmental Agreement and interface with the LBPD Fiscal Services Department.
- Attend monthly Anti-Drug and Gang Task Force and weekly Community Policing meetings as necessary and related meetings convened by the Housing Authority.
- Contact Property Supervisor weekly to discuss crime, schedule or other issues.
- Monitor Intergovernmental Agreement compliance.

- Communicate monthly with the Crime and Safety Unit manager to discuss any Intergovernmental Agreement compliance issues.
- Upon request, respond to other Housing Authority requests for information related to crime incidents and related investigations that occur at Carmelitos and requests for information required for audit reports, grant proposals or related matters.

ATTACHMENT “C”

FEE SCHEDULE

SUPPLEMENTAL LAW ENFORCEMENT SERVICES
FEE SCHEDULE – FY15-16 (July 1, 2015 - June 30, 2016)

SALARIES	RATE/HOUR	HOURS	TOTAL (ESTIMATED)	MAXIMUM AMOUNT
Community Policing Services				
Patrol Officer (2)	73.364	4,176	\$306,367.00	\$306,367.00
<i>* Fully loaded costs including workers comp at \$4.97 per hour</i>				
Investigations/Special Services				
Patrol Sergeant (OT)	92.408	75	\$6,930.60	\$21,401.51
Patrol Officer (OT)	70.752	75	\$5,306.40	
Investigator/Detective Regular	73.364	50	\$3,668.19	
Supervisor/Sergeant Regular	92.364	50	\$4,618.19	
Project Administration				
Patrol Sergeant (OT)	92.408	40	\$3,696.32	\$5,334.49
Special Services Officer II (OT)	40.954	40	\$1,638.16	
Prevention/Intervention Program Expenses Includes supplies or materials for field trips, violence preventions sessions, etc.				\$2,500.00
Training Community policing and other related training.				\$2,500.00
Equipment Black and White Police Vehicle & Communications Support				\$21,897.00
Fleet Services			\$4,029.00	
Fleet Fuel Charge			\$4,749.00	
Fleet Services--Capital Replacement Charge			\$9,763.00	
Data Center (include radio, mobile data computer)			\$2,124.00	
Email and Web Services (includes phones and computer support)			\$1,232.00	
TOTAL ANNUAL COSTS				\$360,000.00

** Will be billed at actual costs.*

ATTACHMENT “D”

**REQUIRED
FORMS**

CONTRACT

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No. : _____

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

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____



COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

PAYEE REGISTRATION PACKAGE

The Payee Registration Package contains the following documents:

- **Payee Registration form**
- **Organization Registration form**
- **Request for Taxpayer Identification Number and Certification (form W-9)**
- **Direct Deposit enrollment form**

These forms must be included in solicitation packages under "Required Forms." Vendors must complete and submit these forms as part of their quotes, bids, or proposals.

This is not a Vendor Application Package. Vendors who wish to be included in the Commission's vendor database and be notified of contracting opportunities must register on-line at www.lacdc.org under "Doing Business With Us."



Community Development Commission of the County of Los Angeles

Payee Registration

To ensure accurate and prompt payment, please provide all information and return with the organization information form, authorization for direct deposit form and W-9 form to:

COMMUNITY DEVELOPMENT COMMISSION
ATTN: PROCUREMENT UNIT
700 WEST MAIN ST • ALHAMBRA CA 91801
PHONE: (626) 586-1681 • FAX: (626) 943-3807

New Payee Update of Company's Information

Name of Company: _____				
Contact Person: _____		Title: _____		
Company Address: _____ (P.O. Box will not be accepted)				
	Street	City	State	Zip + 4
Billing Address/Remit To: _____ (if different from above)				
	Street	City	State	Zip + 4
Phone Number (____) _____ Fax Number (____) _____ Email: _____				
<input type="checkbox"/> Federal I.D. No. <input type="checkbox"/> Social Security No. <input type="checkbox"/> Federal Non-Profit No. (Attach copy of IRS Section 501(c)(3) Non-Profit letter)				
Please print Federal I.D., Social Security or Federal Non-Profit No: _____				
TYPE OF OWNERSHIP (check all applicable)				
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Limited Liability Company				
<input type="checkbox"/> Other _____				
TYPE OF BUSINESS (check all applicable)				
<input type="checkbox"/> Manufacturer <input type="checkbox"/> Distributor <input type="checkbox"/> Construction Contractor <input type="checkbox"/> Consultant <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Vendor				
<input type="checkbox"/> Other _____				
THE INFORMATION PROVIDED IS HEREBY TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.				
Signature _____		Title _____		Date _____
Registration Form is NOT valid unless signed and dated.)				
FOR OFFICE USE ONLY				
Date Received: _____		Date Entered: _____		
Payee #: _____		Entered By: _____		

Community Development Commission of the County of Los Angeles

Organization Information Form

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

NAME OF FIRM: _____

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

Total Number of Employees (including owners): _____

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

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

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

is a Minority Business Enterprise.

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

is a Woman Business Enterprise.

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

is not a Minority or Woman Business Enterprise.

III. DECLARATION

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

Print Authorized Name	Authorized Signature	Title	Date
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**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801
Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

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

Sean Rogan
Executive Director

DIRECT DEPOSIT PAYMENTS NOW AVAILABLE FROM CDC AND HACOLA

REGISTER NOW WITH THIS FORM

The Community Development Commission (CDC) and Housing Authority of the County of Los Angeles (HACOLA) have implemented **Electronic Funds Transfers (EFT Direct Deposit)** for our vendors.

Signing up for this payment method is quick and easy. Simply complete and return the **“Authorization Agreement for Direct Deposit”** form on the reverse side of this notice to authorize CDC and HACOLA to make EFT Direct Deposits for all of your payments.

We think you'll like these advantages:

- ✓ **Secure payments** – EFT payments are deposited directly into your bank account and cannot be lost or stolen like mailed checks.
- ✓ **Faster delivery** – EFT payments are deposited into your account within two days of the issuance of a payment.
- ✓ **Immediate availability** – EFT payments are normally available as soon as they are deposited to your account.

Payments for multiple invoices will be consolidated into one amount and Accounts Payable will be happy to provide detailed payment information to you if you call or email them. Their phone numbers are (626) 586-1888, (626) 586-1887 or (626) 586-1886 and the email address is accountspayable@lacdc.org.

Please complete and return the form on the reverse side to Grace Casey at the address below or call her at (626) 586-1681 if you have any questions about our EFT program for Accounts Payable.

Community Development Commission
Procurement Unit – Grace Casey
700 West Main Street
Alhambra, CA 91801

**We Build Better Lives
& Better Neighborhoods**





**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801
Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

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

Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION (CDC) and
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (HACOLA)**

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS
AUTOMATED CLEARING HOUSE CREDITS (ACH)**

Vendor Name	
--------------------	--

I (we) hereby authorize Community Development Commission, hereinafter called "Commission" to initiate credit entries and if necessary, credit reversals for any credit entries in error to my (our) account indicated below, at the depository Financial Institution named below and credit such same account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of the United States law.

Financial Institution Name		
<input type="checkbox"/> Checking Account or		<input type="checkbox"/> Savings Account
Routing Number		
Bank Account Number		

This authorization is to remain in full force and effect until the Commission and your depository Financial Institution have had all reasonable opportunity to act upon a written request for cancellation

Name		Title	
Signature		Date	
Email Address		Phone	

Name		Title	
Signature		Date	
Email Address		Phone	

Please return this completed form to:

Community Development Commission
Procurement Unit – Grace Casey
700 West Main Street
Alhambra, CA 91801

**We Build Better Lives
& Better Neighborhoods**



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									

or

Employer identification number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

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

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

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

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

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

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

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

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

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

OR

Part II - Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any quote(s), bid(s), or proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Commission for which the Commission is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Print Proposer Name

Print Proposer Official Title

Official's Signature

Date

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. () ()

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () ()

Signature

Date

Name and Title (please type or print)

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- Mandated by federal or state law or a condition of federal or state program;
- The purchase is made through a state or federal contract;
- The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- Sole source provider with exclusive and proprietary rights to services or goods;
- Emergency services provider for services or goods;
- Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- Required to comply with the laws of the United States or California, which are inconsistent with this program.

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

Print Name:	Title:
Signature:	Date:

ATTACHMENT “E”

**REQUIRED
NOTICES**

CONTRACT

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 también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

ATTACHMENT “F”

REQUIRED SPACE USE AGREEMENT

**HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES
COMMUNITY SPACE USE AGREEMENT**

33635

In consideration of the obligations to be undertaken hereunder, the Housing Authority of the County of Los Angeles, hereinafter called "Licensor" or "Housing Authority," agrees to permit use of the community space hereinafter defined as the Premises to:

LONG BEACH POLICE DEPARTMENT

hereinafter called "**Licensee**," without having to pay rent, upon the following terms and conditions:

GENERAL PROVISIONS

ARTICLE I: Premises

- A. The Premises are located at the following housing development ("Housing Development"), which is owned by Licensor and commonly known as:
CARMELITOS HOUSING DEVELOPMENT
1000 VIA WANDA LONG BEACH, CA 90805
- B. The term "Premises," for purposes of this agreement ("Space Use Agreement"), shall be limited to the following community space at the above named Housing Development:
MANAGEMENT OFFICE and 790 VIA WANDA UNIT 112 LONG BEACH CA 90805
1000 VIA WANDA LONG BEACH, CA 90805
- C. The Premises shall include all facilities, equipment, furnishings, fixtures, appurtenances and supplies located upon the Premises as of the effective date of this Space Use Agreement. Licensee shall supply its own equipment, furnishings, fixtures and appurtenances, where applicable, and upon written approval of Licensor. Licensee shall be responsible for providing all supplies that Licensee requires for permitted use of Premises. Should there be a Licensor owned private telephone on the Premises, prior written approval for use must be obtained by Licensee from Licensor; an accounting of telephone usage shall be maintained by Licensee and reimbursement for such use shall be submitted to Licensor upon demand.
- D. A joint inspection of the Premises shall be conducted by both parties at the commencement of this Space Use Agreement and on each anniversary of the commencement term of this request to agree upon the condition and contents of the Premises. Upon completion of the inspection, the Declaration of Condition and Contents of Premises, attached hereto as Attachment "A", describing the condition and contents of the Premises shall be signed and dated by both parties and is incorporated herein by reference.
- E. Licensee shall be fully responsible for set up and cleaning of the Premises for the duration of this Space Use Agreement and returning the Premises in good condition and repair at the termination of this Space Use Agreement. Licensee shall be liable for any and all damages to Licensor's property, whether real or personal to the extent such damages are caused by Licensee, or its representatives, employees, agents, contractors, consultants, guests, invitees, or volunteers.

ARTICLE II: Term: Multi-Year

The term of this Space Use Agreement shall begin on the 9/1/13 until 8/31/16
(Start Date) (End Date)

unless sooner terminated as provided for herein. The specific days and times for use of the Premises by Licensee shall be as set forth in Attachment "B" and incorporated herein by reference.

Article III: Purpose

Licensee understands and agrees that the use of community space shall be reserved for programs and activities which have as their primary objectives to provide programs or services that contribute to the health, education, employment or welfare of the residents of the Housing Development.

Article IV: Use of Premises

- A. Permitted Uses:** Licensee shall use the Premises only for the purpose/s and use as set forth in Attachment "B".
- B. Prohibited Uses:** Licensee understands and agrees that the Premises shall not be used for illegal purposes, for any activity of a commercial nature, for any activity which creates a public or private nuisance, nor for the private use of residents or others. Licensee further understands and agrees that the Premises shall not be used for the purpose of raising funds for any purpose nor used for any activity where a fee is charged except as may be approved by Licensor, in writing, pursuant to the rules, regulations and policies established by Licensor governing space use.
- C. Advertising Displays:** Signs, placards or advertising displays of any kind by Licensee or its agents shall not be attached or affixed to the exterior of the Premises or on Housing Authority property without prior written consent of Licensor.
- D. Resident Participation:** Programs and activities conducted by Licensee on the Premises shall be open to all residents of the Housing Development. To maintain continued use for the same or similar purposes, 51% of the participants of the program or activity shall be residents of the Housing Development.
- E. Activity Reports:** As a condition of continuing use, Licensee shall submit to the Property Supervisor of the Housing Development, an activity report on Licensor form(s) at the end of each month during the term of this Space Use Agreement; or in the case of an event of less than one month duration, at the termination of that event. The activity report shall include detailed reports of all activities conducted during said month, with a statistical list of the resident participants in such activities (not by name). Licensee shall maintain the back-up information which supports its statistical reporting requirements. Licensor shall have the right to audit and inspect such documents with reasonable notice.
- F. Rules and Regulations:** Licensee shall abide by all rules, regulations, and policies established by Licensor governing the use of the Premises. Such rules, regulations and policies are set forth in Attachment "D" and incorporated into this Space Use Agreement by this reference and may be modified from time to time in the discretion of Licensor. Licensor shall give written notice to Licensee of any modifications to the rules, regulations and policies.
- G. Parking:** Parking rules and regulations for Licensee at the Housing Development shall be determined by the Property Supervisor, in his/her sole discretion, and may be modified from time to time.
- H. Accident/Incident Notification:** Licensee understands and agrees that there is a mandatory reporting requirement for any accident/incident that occurs during the use of the Premises by Licensee. An accident/incident is defined as any occurrence that may cause or has the potential to cause injury, disease or damage. The terms accident and incident are interchangeable and include "near miss" situations. Any such accident/incident shall be reported by Licensee immediately and without delay to the Property Supervisor. If the accident/incident occurs after hours, Licensee shall call 1-800-850-8908 and report the accident/incident to the on-call staff person.

Article VII: Insurance Coverage Requirements

The insurance policies set forth herein shall be primary and non-contributory insurance with respect to Licensor and the Community Development Commission of the County of Los Angeles ("Commission"). The insurance policies shall contain an additional insured endorsement naming the Licensor and the Commission as an additional insured and include a waiver of subrogation for the benefit of Licensor and the Commission.

Without limiting Licensee's indemnification of Licensor and the Commission, Licensee shall procure and maintain at Licensee's expense for the duration of this Space Use Agreement the following insurance against claims for injuries to persons or damages to property which may arise from activities hereunder:

- 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	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Each Occurrence	\$3,000,000

This policy shall include a sexual abuse and molestation endorsement Licensor, the Commission, the County of Los Angeles, and each of their elected and appointed officers, officials, representatives, employees, and agents (collectively the "Public Agencies") shall be named as additional insureds on such policy and endorsements.

- 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". The Public Agencies shall be named as additional insureds on such policy.

- C. **WORKERS' COMPENSATION and EMPLOYER'S LIABILITY:** insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

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

- D. **Failure To Procure Insurance:** Failure on the part of Licensee to procure or maintain required insurance shall constitute a material breach upon which Licensor may immediately terminate this Space Use Agreement.

- E. **Exceptions:** Residents and/or Resident Organizations authorized to use Housing Authority community facilities are exempted from the insurance requirements set forth in Article VII herein. Further, organizations consisting of both residents and non-residents and authorized to use community facilities for limited purposes such as meetings, shall be exempt from Article VII so long as a resident is a supervisory or managing member of the organization. (This Section E does not apply to the University of California.)

- F. **Waivers:** Non-resident organizations and/or individuals may apply in writing to the Executive Director, or his designee, for a waiver or reduction of the insurance requirements pursuant to the attached rules and regulations. Such waiver or reduction may be granted subject to the review and approval of the Executive Director or his designee and attached hereto as Attachment "C". (This Section F does not apply to the University of California.)
- G. **Self Insurance:** Any self-insurance program and self-insured retention must be separately approved by Licensor.

Article VIII: Limitations

It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the conditions of the Space Use Agreement for the purpose of conducting the permitted activities.

Article IX: Assignment

This Space Use Agreement is personal to Licensee, and Licensee shall have no right or ability to assign the whole or any part of the Premises. In the event Licensee shall attempt to assign or transfer the same in whole or in part all rights hereunder shall immediately terminate.

Article X: Authority To Cease Activities

In the event that an authorized representative of Licensor finds that the activities being held on the Premises endanger the health or safety of persons on or near Premises, the representative may require that this Space Use Agreement immediately terminate forthwith until said endangering activities cease.

Article XI: Holdover

In the event of Licensee holdover beyond the term of this Space Use Agreement, with or without the express written consent of Licensor, such holding over shall be subject to the terms and conditions contained herein.

Article XII: Entire Agreement


This Space Use Agreement with attachments and references constitutes the entire understanding and agreement of the parties.


Signatures

IN WITNESS WHEREOF, Licensee and Licensor have executed this Space Use Agreement through their duly authorized officers this 1 day of Sept, 2013.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

CITY OF LONG BEACH
A MUNICIPAL CORPORATION


By: 
SEAN ROGAN
Executive Director

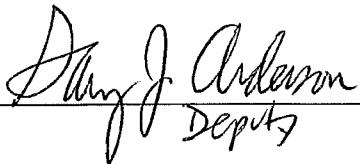
By:  Assistant City Manager
PATRICK H. WEST
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.


APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

APPROVED AS TO FORM:
ROBERT E. SHANNON
City Attorney

By: 
Deputy

By: 
Deputy

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By: 
Maria Badrakhan, Director

ATTACHMENT "A"

I. DECLARATION OF CONDITION AND CONTENTS OF PREMISES

A.

On 4-10-13, year, the Premises located at Management Office and 790 Via Wanda

were inspected OFFICER G. WEAPERS of the Long Beach Police Department

and LYNN ANDERSON, of the Housing Authority of the County of Los Angeles.

B. At the time of this inspection, the Premises and contents were in:

GOOD

FAIR

POOR CONDITION

C. The contents of the Premises at the time of this inspection are as follows:

FRIDGE, TWO DESKS, FILE CABINETS, COMPUTER
CHAIRS, TABLES

D. The following contents of the Premises were found to be in poor or inoperable condition at the time of this inspection:

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES:

Licensee Representative:

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Signature [Signature] Title Assistant City Manager City Manager Date 8-13-13

Organization Name: City of Long Beach

HACOLA Representative:

Name Lynn Anderson Signature [Signature] Date 4-11-13
Property Supervisor or Designee

APPROVED AS TO FORM
August 5, 2013
Robert E. Shannon, City Attorney
By Charles Parkin
Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

ATTACHMENT "B"

II. DATES, TIME AND PURPOSE OF SPACE USE

The Premises described in Article 1 of the Community Space Use Agreement will be used during the following day(s) and time(s) for the following purposes: (Please see pages 6, 7, & 8)

Day(s): Sunday through Monday

Time(s): 24 hours a day

Purpose(s) (must describe the activities which will be occurring on site or attach a scope of services):

Community Policing Program Services per an Intergovernmental Agreement with the City of Long Beach

Licensee's contact person on Premises: Officer Miguel Valenzuela #6019

Address & Telephone number: 400 West Broadway Blvd. Long Beach, CA 90802

Keys Provided? Yes No

If keys are provided, Licensee agrees to the following conditions: Licensee shall not make or have made any copies of keys to the Premises; Licensee accepts responsibility for securing the Premises; and Licensee will return keys at the termination of the agreement. Licensee understands that failure to comply with these conditions will result in the immediate termination of this agreement.

I hereby certify that I understand and agree to abide by all rules and regulations including hours, limits on the number of people, no alcohol or smoking; and I also agree to cooperate with all fire, police, and Housing Authority personnel directives regarding health or safety issues.

Patrick H. West City Manager

Print Name SMJ Assistant City Manager Title 8.13.13

Signature EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. Date 333 West Ocean Boulevard Long Beach, CA 90805 (562) 570-6916

Organization/Agency Name Address and Phone Number

Lynn Anderson Property Manager 4-11-13

Witnessed By (Name and Title) Date

Housing Authority of the County of Los Angeles

APPROVED AS TO FORM August 5, 2013
ROBERT STANNON, City Attorney
By Charles Parkin Anderson
GARY J. ANDERSON DEPUTY CITY ATTORNEY

ATTACHMENT "C"

WAIVER OR REDUCTION OF INSURANCE REQUIREMENTS

Upon written request by the sponsor of the event, program or activity, the Executive Director of the Housing Authority may, in his/her sole discretion, waive or reduce the insurance requirements set forth in the Housing Authority Community Space Use Agreement. Among factors the Housing Authority shall consider include, without limitation, the nature of the entity to use the community space, the nature of the activity, its duration, and the financial ability of the sponsor entity to meet its obligations under the indemnification covenant set forth in the Community Space Use Agreement.

This waiver shall only apply to those organizations/individuals identified in Article VII D. of the Community Space Use Agreement who have requested and are eligible for such waiver.

The Housing Authority of the County of Los Angeles hereby grants a:

Waiver of the insurance requirements.

Reduction of the insurance requirements to the following level: _____

as set forth in Article VII of the Community Space Use Agreement for the following reason/s:

- a. Licensee is a Resident and/or Resident Organizations authorized to use Housing Authority community facilities for the purpose(s) described in Attachment B.
- b. Licensee is an organization consisting of both residents and non-residents and is authorized to use community facilities for limited purposes such as meetings, and a resident is a supervisory or managing member of the organization. (This does not apply to the University of California.)
- c. The Executive Director, in his sole discretion, has approved a written request from the Licensee to waive or reduce the insurance requirements.

Signature	Title	Date
-----------	-------	------

Individual Name/Organization _____

Sean Rogan, Executive Director Housing Authority of the County of Los Angeles/ Community Development Commission of the County of Los Angeles	Date
--	------

End SUA 02.2012.

*Please note :
Certificate of Self-Insurance
Reviewed and initialed by
Risk Management 8/28/13*

ATTACHMENT D

Housing Authority Rules, Regulations and Policies: Use of Housing Authority Owned Community Space

Licensee, **City of Long Beach**, also referred to as “sponsor”, shall comply with the following rules, regulations and policies governing the use of Housing Authority owned community space at all Housing Developments. Community space shall include community rooms, recreation centers and social halls.

I. General Policy Governing Use of Community Space

a. PURPOSE AND GOALS

The use of community space shall be reserved for programs, meetings and activities whose primary objective is to provide programs or services that contribute to the health, education, employment and welfare of the residents of the Housing Development, and at least 51% of those receiving services must be residents of the Housing Development. Community space shall not be used for any illegal purposes, nor for any activity of a commercial nature. Further, community space shall not be for the private use of residents or others. The Housing Authority, in granting permission to use community space, shall endeavor to provide a varied use of the community space for the benefit of the entire Housing Development. No single use shall dominate the use of community space.

b. ADVERTISING

For any event, meeting or activity, there shall be a limit of one (1) sign at the entrance of the community space. The use of a community bulletin board or boards, if available, may be permitted pursuant to Housing Authority rules and regulations regarding the use of bulletin boards.

c. GENERAL RULES, REGULATIONS AND PROHIBITIONS

1. The use of community space shall be granted on a first come, first serve basis, except preference shall be granted for Housing Authority sponsored for co-sponsored activities, followed by activities sponsored by a bona fide resident organization. The Housing Authority reserves the right to change the date, day, time or location upon which a particular event, program, or activity shall occur.

The Housing Authority shall make best efforts to inform the sponsor of the activity of any such changes as soon as possible.

2. To maintain continued use of the community space, or to obtain future authorization to use the community space for the same or similar purposes by the same organization, a minimum of 51% of the participants of the program of activity shall be residents of the Housing Development.
3. Organizations or individuals authorized to use the community space shall not discriminate on the grounds of race, color, creed or national origin in allowing participation in the program, event or activity.
4. No fee shall be charged for participation in any event, program or activity, except for fundraising activities as provided for herein.
5. All events, programs and activities shall be open to all residents of the Housing Development.
6. Except as provided herein, community space shall not be used for any fundraising activity. Fundraising activities may only be conducted by a Housing Authority sponsored or a bona fide resident organization after written approval from the Housing Authority is obtained. No outside organization shall be permitted to use community space for fundraising activities. In determining whether to approve a fundraising request, the Housing Authority shall consider whether the purpose of the solicitation is for the benefit of the residents and the use of the proceeds shall be used for programs or activities that contribute to the health, education or welfare of the residents of the Housing Development. Any such approved organization shall maintain accurate records reflecting the receipt and expenditure of all solicited funds and the Housing Authority shall have the right to audit and inspect such records upon reasonable notice.
7. No alcoholic beverages shall be served and no smoking shall be permitted at any event, program or activity with the community space.

8. Organizations or individuals authorized to use the community space shall conduct the activities for which the space was designated.
9. Licensee shall not assign space use privileges to another organization or individual ("Sublicensee") without prior written approval of the Housing Authority. For approval, the Housing Authority shall determine that the Sublicensee's activities contribute to the health, education or welfare of the residents of the Housing Development. The Housing Authority may require reasonable conditions for the use of the space by the Sublicensee. The Sublicensee shall agree in writing to be bound by all the terms and conditions of Licensee's Space Use Agreement.
10. The hours for any event, program or activity shall be scheduled and set by the Director, but no program, event or activity shall be permitted to continue after midnight (12:00 a.m.).
11. The maximum number of people permitted at any event, program or activity shall be scheduled and set by the Property Supervisor, and shall not exceed the maximum amount permitted under any law, ordinance or code. If the maximum number of people are exceeded during any event, program or activity, the Property Supervisor or other Housing Authority agent may, at his or her discretion, stop the event or contact the local fire or police department, and the sponsor of the event shall agree to cooperate with the Authority staff or fire or police department.
12. The Housing Authority may require, in its sole discretion, security guards to be furnished at the sponsor's expense for activities deemed necessary.
13. The sponsor of the event, program or activity shall complete and submit an information form with the Property Supervisor which shall provide, at a minimum, (i) the sponsor's name, address and phone number, and the name, address and phone number of the person who will be in charge of the event, (ii) that the sponsor understands and agrees to abide by all rules and regulations including hours, limits on number of people, no alcohol or smoking, no fee, and

(iii) that the sponsor agrees to cooperate with all fire, police, and Housing Authority personnel directives regarding health or safety issues.

II. Waiver of Insurance Requirement

Upon written request by the sponsor of the event, program or activity, the Executive Director of the Housing Authority may, in his/her sole discretion, waive or reduce the insurance requirements set forth in the Housing Authority Community Space Use Agreement. Among factors the Housing Authority shall consider include, without limitation, the nature of the entity to use the community space, the nature of the activity, its duration, and the financial ability of the sponsor entity to meet its obligations under the indemnification covenant set forth in the Community Space Use Agreement.

III. Fees For Use of Space

The Housing Authority may, at its discretion, charge a rental or security deposit fee, or both, to any entity or person approved for use of the community space. The fees may be based on either the direct cost to the Housing Authority in providing the community space, or determined on the basis of fair market value. To implement fees, the Executive Director shall adopt policies, including the types of entities, programs and activities which shall be subject to fees, to establish fees imposed by the Housing Authority for use of the community space.

IV. Licenses

Licensee shall obtain all licenses and other approvals required by federal, state or local law, regulations or directives.

V. Compliance

Licensee shall comply with all federal, state and local laws, regulations or directives in the use of the Premises.

CITY OF LONG BEACH
CERTIFICATE OF SELF-INSURANCE



With respect to:

(Agreement Title/Program
and subject/location)

Intergovernmental Agreement for Supplemental Law Enforcement Services from Feb.
8, 2011 through June 30, 2016, inclusive, and including its Amendments pertaining to
Carmelitos Housing Development, 1000 Via Wanda, Long Beach, CA 90805

City of Long Beach
Program Coordinator

Michael Breen, Fiscal Administrator, Police

Phone ((562)570-7447

Fax (562) 570-5833

Certificate Holder:

(Name and Location)

Community Development Commission, Housing Authority of the County of Los Angeles,
Housing Management Division/CSU, 2 Coral Circle, Monterey Park, CA 91755-7425

Contact Person

La Sandra Stallworth, lasandra.stallworth@lacdc.org

Phone (323) 890-7132

Type of Coverage: \$3 million commercial general liability equivalent in scope to CG 00 01 10 93 per
occurrence and \$3 million in aggregate (with Products/Completed Operations and Personal and Advertising Injury
sublimits of \$3,000,000 and not excluding coverage for abuse and molestation defense), \$1 million commercial
automobile liability (equivalent in scope to CA 00 01) for all "owned," "hired" and "non-owned" autos, and statutory
workers' compensation insurance with employer's liability of \$1 million per employee and per occupational illness and
including a waiver of subrogation endorsement with respect to the workers' compensation.

This coverage will terminate upon completion or satisfaction of the requirements of said Agreement or Program or may
be terminated sooner pursuant to terms of said Agreement or Program.

If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the
Certificate Holder thirty (30) days prior written notice, but failure to mail such notice shall impose no obligation or
liability of any kind upon the City of Long Beach, its officials, agents or employees.

This Certificate does not amend, extend or alter the coverage evidenced herein.

Additional Covered Interest: With respect to the commercial general liability and commercial automobile liability coverage
afforded herein, the **Housing Authority of the County of Los Angeles, the Community Development Commission of the County
of Los Angeles, County of Los Angeles**, and their duly elected or appointed officials, employees, representatives, and agents are
included as additional covered interests but only with respect to activities performed by the City and funded by the contract delineated
herein, provided that such liability is due to the negligence of the City.

For further information or in the event of a claim,
contact:

City of Long Beach
Attn: Risk Management
333 West Ocean Blvd., 10th Floor
Long Beach, CA 90802
(562) 570-6754
(562) 570-5375 (fax)

Certified by:

Michael Alio, M.A., ARM-P

Risk Manager

Date signed: December 15, 2014

Coverage period: Fed. 8, 2011 – June 30, 2016

Or Until the Agreement Expires, whichever is
sooner.

Certificate no. 2012-079C

This voids and supercedes Cert. No. 2011-056C.

Date issued: October 22, 2012