



County of Los Angeles Public Library ■ www.colapublib.org  
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



Margaret Donnellan Todd  
County Librarian

March 04, 2014

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

Dear Supervisors:

**AWARD SOLE SOURCE SERVICE CONTRACT WITH  
HARRIS & ASSOCIATES FOR SPECIAL TAX ADMINISTRATION SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Public Library is recommending that the Board of Supervisors (Board) approve the sole source service Contract with Harris & Associates (Harris) to provide specialized tax administration services for the Public Library's Special Tax Program.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chairman to sign the attached short-term sole source service Contract with Harris to provide special tax program administration services to the Public Library for a period of one year, with month-to-month extensions not to exceed a total of six months, at an annual contract sum not to exceed \$41,500, which is comprised of the Contractor's fee of \$21,500, an annual estimate for unanticipated work of \$3,500, and an additional amount of \$16,500 for an audit of the special tax parcel database as requested by the Public Library. The contract will become effective upon your Board's approval.
2. Delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the Contract.
3. Delegate authority to the County Librarian, or designee, to execute future amendments to extend the Contract for month-to-month extensions, not to exceed six months pursuant to the terms of the Contract.

4. Delegate authority to the County Librarian, or designee, to execute future amendments to modify the terms of the Statement of Work (SOW) that do not materially alter the Contract, and/or add/change certain terms and conditions in the Contract, as may be required by the Board or Chief Executive Office (CEO).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Public Library is recommending Board approval of a short-term sole source service Contract with Harris to provide specialized tax administration services for the Public Library's Special Tax Program. This will replace a sole source Contract with the same service provider that expired on November 12, 2013. Approval of the recommended action will assure the continuation of the systems and support that are already in place for the successful administration of the Special Tax Program for the duration intended for the completion of the Request for Proposal (RFP) process that is anticipated to result in a recommendation for a contractor for these services.

Harris has provided tax administration services and prepared the special tax levy for the Public Library since 1999. Harris also developed and installed a customized parcel tax database interface on Public Library staff computers to enable staff to access information regarding individual parcels to assist taxpayers. Harris' customized software and support, along with their expert knowledge of the Department and the County's tax process, have been essential in the ongoing successful administration and levying of the Public Library's special tax.

### **Implementation of Strategic Plan Goals**

Approval of this recommended action by the Board is consistent with the County's Strategic Plan goals in the areas of Organizational Effectiveness.

### **FISCAL IMPACT/FINANCING**

The Public Library anticipates an annual expenditure of approximately \$25,000 under the proposed Contract for both the routine work required to process the levy for the tax bills, and as-needed unanticipated work, which will be paid on a scheduled fee-for-service basis as specified in the Contract. If no such need arises, the funding for unanticipated work will not be expended. The Contract also provides for an audit at a lump sum cost of \$16,500 to assure the accuracy of the parcel information used to levy the special tax.

The revenue generated by the Public Library's special tax is used to fund service levels in 68 libraries serving the areas subject to the special tax. The special tax is levied as a flat-rate per-parcel charge, and is subject to an annual Consumer Price Index (CPI) adjustment. The special tax generates approximately \$11.6 million each year to support library services in the communities subject to the special tax. Approval of the recommended action is necessary to process the levy for the tax bills and collection of this revenue.

The administrative costs of the Special Tax Program, including the cost of providing this recommended service Contract, are financed by the special tax revenue. There is no net County cost for this contracted service.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Board is authorized to approve this Contract pursuant to Government Code Section 31000.

Since 1999, the Public Library obtained special tax administration services from Harris under a sole source agreement. On May 13, 2003, the Board awarded a sole source Contract to Harris at an estimated annual amount of \$25,000. The proposed Contract with Harris complies with the criteria for sole source contracts. The required Sole Source Checklist (Attachment I) is attached and has been approved by the Chief Executive Office.

County Counsel has reviewed and approved the proposed Contract (Attachment II) as to form.

### **CONTRACTING PROCESS**

Since this is a sole source Contract, no competitive bid was processed. Harris is a long standing provider of this service. The Public Library intends to initiate an RFP to solicit other vendors to perform this service.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Collection of the Public Library's special tax provides necessary funds to finance the continuation of increased service levels in 68 libraries serving the areas subject to the special tax. Award of this service Contract will allow the Public Library to continue the ongoing successful administration of the Public Library's Special Tax Program.

### **CONCLUSION**

Please return to the Public Library two fully conformed copies of the Contract with original signatures.

The Honorable Board of Supervisors

3/4/2014

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Respectfully submitted,

A handwritten signature in black ink that reads "Margaret Donnellan Todd". The signature is written in a cursive style with a large initial 'M' and a distinct 'T' at the end.

MARGARET DONNELLAN TODD

County Librarian

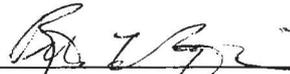
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gg:dl

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

**SOLE SOURCE CHECKLIST  
SPECIAL TAX ADMINISTRATION SERVICES FOR PUBLIC LIBRARY**

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	➤ Other reason. Please explain:
<div style="display: flex; justify-content: space-between;"> <div data-bbox="85 1734 660 1840">               _____              Chief Executive Office           </div> <div data-bbox="974 1744 1172 1840">             2/18/14              Date           </div> </div>	



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**HARRIS AND ASSOCIATES**

**FOR**

**SPECIAL TAX ADMINISTRATION SERVICES**

**CONTRACT PROVISIONS  
SPECIAL TAX ADMINISTRATION SERVICES**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
HARRIS AND ASSOCIATES  
FOR  
SPECIAL TAX ADMINISTRATION SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and Harris and Associates, hereinafter referred to as Contractor. Harris and Associates is located at 22 Executive Park, Suite 200, Irvine, CA 92614.

**RECITALS**

WHEREAS, the County may contract with private businesses for Special Tax Administration Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Special Tax Administration Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Special Tax Administration Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any tasks, deliverables, goods, services, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Exhibits:**

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B – Pricing Schedule
- 1.3 EXHIBIT C – Contractor's Proposed Schedule

- 1.4 EXHIBIT D – Contractor’s EEO Certification
- 1.5 EXHIBIT E – County’s Administration
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- 1.7 EXHIBIT G – Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H – Contractor Employee Jury Service
- 1.9 EXHIBIT I – Safely Surrendered Baby Law
- 1.10 EXHIBIT J – Defaulted Property Tax Reduction Program

## 2.0 DEFINITIONS

The following terms as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work, Exhibit A.
- 2.3 **County Librarian:** Head of the County of Los Angeles Public Library.
- 2.4 **Day(s):** Public Library business day(s) unless otherwise specified.
- 2.5 **Fiscal Year:** The twelve (12) month period beginning July 1 and ending the following June 30.
- 2.6 **Public Library:** County of Los Angeles Public Library.
- 2.7 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

## 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

## 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be **one (1)** year commencing after execution by the County's Board of Supervisors (Board).
- 4.2 The County shall have the sole option to extend this Contract term for up to **six (6)** month-to-month extensions for a maximum total Contract term of **one (1)** year and **six (6)** months. Each such extension shall be exercised at the sole discretion of the County Librarian, or her designee, as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension.

- 4.3 The Contractor shall notify the Public Library when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County Contract Project Manager at the address herein provided in Exhibit E – County's Administration. The Contractor, in said notification, shall make the County aware of its intent to exercise the month-to-month extensions.

## 5.0 CONTRACT SUM

- 5.1 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit B - Pricing Schedule, and Exhibit C - Contractor's Proposed Schedule, and shall not exceed Forty-One Thousand Five Hundred Dollars and Zero Cents (**\$41,500.00**) for each year of this Contract, except as set forth in Sub-section 8.1 - Amendments. The maximum Contract sum is, comprised of the Contractor's annual fee of **\$21,500.00**, an annual estimate for unanticipated work of **\$3,500.00** for as-needed Special Tax Administration Services as authorized in Section 10.0, Unanticipated Work, of Exhibit A, Statement of Work and an additional amount of **\$16,500.00** for an audit of the Special Tax Database as requested by the Public Library.
- 5.2 The use of the maximum Contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Public Library's adopted budget and needs.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder,

except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or 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, shall occur only with the County's express prior written approval.

5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County Contract Project Manager at the address herein provided in Exhibit E - County's Administration.

5.5 **No Payment for Services Provided Following Expiration/Termination of Contract**

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

5.6 **INVOICES AND PAYMENTS**

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule and Exhibit C - Contractor's Proposed Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule and shall describe the tasks, deliverables, goods, services, work hours, and/or other work for which payment is claimed.

- 5.6.3 In addition to invoices for annual services, the County agrees to compensate the Contractor for unanticipated work as additional services which have been approved by the County Contract Project Director or her designee. The County shall pay the Contractor for these services at the rates set forth in accordance with Exhibit B, Pricing Schedule.
- 5.6.4 The Contractor shall submit invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.6.5 One (1) invoice under this Contract shall be submitted to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit E – County’s Administration.

5.6.6 **COUNTY APPROVAL OF INVOICES**

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Project Director, or designee, prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

No payment for unanticipated work as additional services shall be made for Contractor’s inadequate and untimely performance of scheduled duties.

- 5.6.7 The County may deduct from payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.
- 5.6.8 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

5.6.9 **LOCAL SMALL BUSINESS ENTERPRISES – PROMPT PAYMENT PROGRAM**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-sections are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 COUNTY CONTRACT PROJECT DIRECTOR**

Responsibilities of the County Contract Project Director include:

- meeting with the Contractor's Project Manager on an as-needed basis;
- ensuring that the objectives of this Contract are met;
- authorizing the Contractor to proceed with finalizing the Special Tax roll;
- requesting and approving unanticipated work as additional services in accordance with Section 10.0, Unanticipated Work of Exhibit A – Statement of Work;
- approving all invoices submitted by the Contractor for this Contract; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements

#### **6.2 COUNTY CONTRACT PROJECT MANAGER**

Responsibilities of the County Contract Project Manager include:

- inspecting, any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- overseeing the day-to-day administration of this Contract.

The County Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

#### **6.3 COUNTY CONTRACT PROJECT MONITOR**

The County Contract Project Monitor is responsible to monitor the terms and deliverables of the Contract. The County Contract Project Monitor reports to the County Contract Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **CONTRACTOR'S ADMINISTRATION**

A listing of all Contractors' Administration is designated in Exhibit F – Contractor's Administration. The Contractor shall notify the County in writing of any change in the names or addresses shown.

## **7.1 CONTRACTOR PROJECT MANAGER**

The Contractor Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County Contract Project Director on a regular basis.

## **7.2 APPROVAL OF CONTRACTOR'S STAFF**

7.2.1 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor Project Manager.

7.2.2 The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and Public Library, at any time during the term of this Contract.

7.2.3 Contractor staff removed pursuant to this Sub-section shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.3 EMPLOYEE CRIMINAL RECORD**

No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

## **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's

staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## 7.5 **CONFIDENTIALITY**

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of Exhibit G - Contractor Acknowledgement and Confidentiality Agreement.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board, for the exception of which the County Librarian is expressly authorized to increase the Contract Sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the annual Contract Sum, originally approved by the Board, pursuant to Paragraph 8.1.4 and to increase the Contract Sum to modify the annual estimate for unanticipated work included in the annual Contract sum, not to exceed ten percent (10%) of the annual contractor's fee, based on future approved changes to the annual contractor's fee. Any such changes shall be in writing and signed by the Contractor and by the County Librarian or her designee.
- 8.1.2 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or her designee.
- 8.1.3 The County Librarian or her designee or Board, may at their sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions, as approved and authorized by the County in its sole discretion. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or her designee or the Board.
- 8.1.4 The County reserves the right to amend the Contract to reflect any changes that increase or decrease the level of service as listed in Exhibit A, Statement of Work. The County will notify the Contractor,

in writing, at least ten (10) days prior to the effective date of the modification.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of 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 effected in such a way as to give majority control of 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 County in accordance with applicable provisions of this Contract.
- 8.2.3 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 County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

#### **8.4 BUDGET REDUCTIONS**

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Upon the County's request, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County Contract Project Manager within three (3) days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

## 8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

### 8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H – Contractor Employee Jury Service, and incorporated by reference into and made a part of this Contract.

### 8.8.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest,

it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

### 8.12.2 **Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### 8.12.3 **Non-responsible Contractor**

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the 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 County or any other public entity.

### 8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. 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 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds 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.
6. 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 Supervisors.

The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of Exhibit I – Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence, unless otherwise approved by the County.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand or deduction from future invoices as determined by the County.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of

either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-section 7.5 - Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

## 8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County on or about, but no later than ten (10) days following Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor

identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the County's Contract Project Director at the physical or electronic address herein provided in Exhibit E - County's Administration.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its

insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### 8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be

modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Legal professionals employed under this agreement shall maintain malpractice insurance with limits of not less than \$1 million per claim \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### **8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of the County Librarian, or her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or her designee, at her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or her designee, in a written notice describing the reasons for said action.

8.26.2 If the County Librarian, or her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a

deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (**\$100**) per day per infraction. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars **(\$500)** for each such violation pursuant to California Civil Code

Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Contract Project Manager and/or the County Contract Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Project Manager or County Contract Project Director is not able to resolve the dispute, the County Librarian, or her designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

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

### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E - County's Administration and Exhibit F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Librarian, or her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 shall apply.

## **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### 8.39 **RECYCLED BOND PAPER**

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

#### 8.40 **SUBCONTRACTING**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County Librarian or her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles Public Library  
Contract Services Coordinator  
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-section 8.38, Record Retention and Inspection/Audit Settlement.

**8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this

Sub-section 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-Section 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

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

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this

Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, 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 Los Angeles County Code Chapter 2.206.

#### **8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Sub-section 8.51 "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 County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of

this information prior to responding to a solicitation or accepting a contract award.

## 9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this Sub-section 9.2 shall survive the expiration or termination of this Contract.

### **9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

### **9.4 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

9.4.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.4.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Contract award.

## **9.5 DATA DESTRUCTION**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:



IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Harris and Associates

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

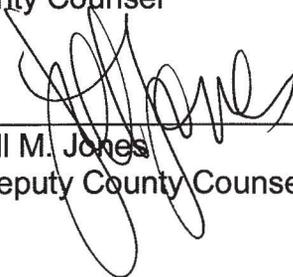
ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

John Krattli  
County Counsel

By  \_\_\_\_\_  
Jill M. Jones  
Deputy County Counsel

# **EXHIBIT A**

## **STATEMENT OF WORK SPECIAL TAX ADMINISTRATION SERVICES**

**STATEMENT OF WORK  
SPECIAL TAX ADMINISTRATION SERVICES  
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**STATEMENT OF WORK ATTACHMENTS**

- I CONTRACT DISCREPANCY REPORT (SAMPLE)
- II SPECIAL TAX RATE AND TAXABLE PROPERTIES (SAMPLE)
- III AUDITOR-CONTROLLER DIRECT ASSESSMENT SUBMISSION PROCEDURE MANUAL
- IV DATA SALES ORDER FORM AND AGREEMENT (SAMPLE)
- V AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS (SAMPLE)
- VI AGENCY INFORMATION SHEET (SAMPLE)
- VII DIRECT ASSESSMENT FILE (SAMPLE)
- VIII PRELIMINARY SPECIAL TAX SUMMARY DATA REPORT (SAMPLE)
- IX FINAL SPECIAL TAX SUMMARY DATA REPORT (SAMPLE)
- X PARCEL RECOMMENDATION REPORT (SAMPLE)
- XI LIBRARY SERVICE AREA REPORT (SAMPLE)
- XII SPECIAL TAX INTERFACE (SAMPLE)
- XIII PERFORMANCE REQUIREMENTS SUMMARY

# STATEMENT OF WORK

## 1.0 BACKGROUND

After the passage of Proposition 218 in November 1996, the Los Angeles County Public Library (Public Library) was prohibited from continuing the Community Facilities District (CFD) property assessments. As a result, the County presented and the voters approved a ballot measure (Proposition L) on June 3, 1997 which established a Special Tax to provide funding for the Public Library to replace the revenues that were lost from the passage of Prop 218. The revenues generated for the 2012-13 fiscal year total \$11.4 million dollars.

The ballot measure specified that the revenues generated from the Special Tax levy are to be dedicated exclusively to support library services in the communities subject to the Special Tax and initially authorized a Special Tax of \$22.00 per year on all taxable parcels, regardless of size or type of property. The current Special Tax rate per parcel is \$29.18. The revenue generated by the Special Tax is used to increase service levels in sixty-eight (68) libraries serving the areas subject to the Special Tax. These include fifty-six (56) libraries located in unincorporated areas, and twelve (12) libraries in the ten (10) cities listed below. The Special Tax is levied on approximately 400,000 parcels per year in the unincorporated areas of the County served by the Public Library and the cities of: Cudahy, Culver City, Duarte, El Monte, La Canada-Flintridge, Lakewood, Lomita, Lynwood, Maywood, and West Hollywood and is subject to an annual Consumer Price Index (CPI) adjustment effective on July 1 adjusted for inflation in the same manner as the general *ad valorem* property tax and cannot exceed two percent (2%) per year.

## 2.0 SCOPE OF WORK

The Contractor shall provide specialized tax administration services for the Public Library's Special Tax Program and will submit the Public Library's Special Tax Direct Assessments to the Los Angeles County Auditor-Controller's Office (Auditor-Controller) for inclusion on annual property tax bills. Upon request, the Contractor shall perform one (1) audit of the Special Tax Program to assure the accuracy of the information used to levy the Special Tax. The Contractor shall also perform additional as-needed services (Unanticipated Work) as described in Section 10.0 – Unanticipated Work upon request of the County.

## 3.0 DEFINITIONS

The following terms as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

3.1 **Business Day(s):** Business day(s) unless otherwise specified.

3.2 **Fiscal Year:** The twelve (12) month period beginning July 1 and ending the following June 30.

- 3.3 **Library Service Area (LSA):** The geographic area that an individual library services.
- 3.4 **LSA Data File:** A database with all parcels serviced by the Public Library.
- 3.5 **LSA Map Shapefile:** Geospatial vector data or the LSA for geographic information system (GIS) software.
- 3.6 **Special Tax Rate:** A flat rate amount per parcel, approved by the Board, and imposed on parcels within those cities and unincorporated areas which are subject to the Special Tax Program.

#### **4.0 MEETINGS**

The Contractor is required to attend all scheduled meetings (as needed). Advanced notification will be given at least one (1) day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same day.

#### **5.0 CONTRACT DISCREPANCY**

Notification of a Contract discrepancy will be made to the Contractor, as soon as possible, whenever a Contract discrepancy is identified. The problem shall be resolved within a time period as determined by the County. Failure to resolve the problem within the time specified will result in issuing a formal Contract Discrepancy Report (Attachment I).

Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond, in writing, to the County within two (2) days, acknowledging the reported discrepancy. Within ten (10) days, the Contractor is required to submit, in writing, a response identify the cause of the problem and providing a corrective action or presenting contrary evidence.

#### **6.0 COUNTY RESPONSIBILITIES**

The County is responsible to provide the following:

- 6.1 Annually provide the Special Tax Rate and Taxable Properties (Attachment II) identifying the most current Special Tax Rate, the list of Cities and Unincorporated Areas subject to the Special Tax, and the Special Tax Budget.
- 6.2 Provide all pertinent parcel data, annexations and detachments of parcels, Assessor's parcel maps, County base-maps, LSA Data File, LSA Map Shapefiles, past annexation maps and parcel corrections, and any other parcel data as needed or requested.
- 6.3 Provide the most current equalized County Assessor's Tax Roll (Local Roll), County Cross-Reference Tax Roll, the County Tax Rate Area (TRA) Agency

Listing, the County Agency TRA Cross-Reference and any other information as needed or requested.

- 6.4 Provide training, upon request, to facilitate meeting the requirements within the Auditor-Controller Direct Assessment Submission Procedure Manual (Direct Assessment Manual) (Attachment III).

## **7.0 CONTRACTOR RESPONSIBILITIES**

- 7.1 The Contractor must have three (3) years of demonstrated experience in administering Special Tax services for a government entity.

- 7.2 The Special Tax Program administration requires the Contractor to utilize the Direct Assessment Manual (Attachment III); therefore, the Contractor must comply with all requirements, instructions, terms and conditions of the Direct Assessment Manual (Attachment III).

7.2.1 The Contractor is responsible for obtaining the most current Direct Assessment Manual (Attachment III).

- 7.3 Annually, the Contractor must complete the following forms and submit them to the Public Library:

(a) Data Sales Order Form and Agreement (Attachment IV)

Utilized to request Local Roll, County Cross-Reference Tax Roll, the County TRA Agency Listing, and County Agency TRA Cross-Reference;

(b) Agreement for Billing of Direct Assessments (Attachment V)

Utilized to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections;

(c) Agency Information Sheet (Attachment VI)

Serves as the intent to submit a Direct Assessment Input and authority to levy assessments;

(d) Direct Assessment File (Attachment VII)

Certification of total assessment amount and total parcel count.

- 7.4 The Contractor is responsible for obtaining the County GIS Parcel and City Boundary Shapefiles.

- 7.5 The Contractor shall provide a full-time Contractor Project Manager and designated alternate, including contact information, who shall act as a central point of contact with the County and shall have full authority to act for Contractor on all matters relating to the daily operations of the Contract. The Contractor Project Manager and alternate shall be able to effectively communicate in English.

- 7.6 The purchase of all materials and equipment to provide the needed services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee(s).
- 7.7 The Contractor shall provide training programs for all employees assigned to this Contract on the duties and responsibilities of this Statement of Work (SOW).
- 7.8 The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee, who speaks and understands English, must be available to respond to inquiries and complaints about the Contractor's performance Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. PST.
- 7.9 The Contractor shall be responsible for the repair of all damages incurred by the contractor's employees.

## **8.0 SPECIFIC WORK REQUIREMENTS – ANNUAL**

### **8.1 Special Tax Database**

Create and maintain a Special Tax Database based on the information provided by the County as described in Sub-sections 6.1 through 6.3 of this SOW. The database must be compatible with existing County software programs and all changes must be traceable.

### **8.2 Preliminary Special Tax Summary Data Report**

By April 30, provide a Preliminary Special Tax Summary Data Report (Attachment VIII) identifying the number of projected taxable parcels and potential revenue by City/Unincorporated Area as well as a comparison between this projected data and the previous years data.

### **8.3 Direct Assessment Input**

Annually, utilizing the current Special Tax Rate and the Special Tax Database, prepare the Direct Assessment Input identifying the parcels to be assessed the Special Tax and, in turn, submit this Direct Assessment Input to the Auditor-Controller in accordance with the procedures established in the Direct Assessment Manual (Attachment III).

8.3.1. When necessary process corrections to the Direct Assessment Input in accordance with the Direct Assessment Manual (Attachment III).

### **8.4 Final Special Tax Summary Data Report**

By October 1, provide a Final Special Tax Summary Data Report (Attachment IX) identifying the number of taxable parcels and revenue by

City/Unincorporated Area as well as a comparison between this final submitted data and the preliminary summary data. In addition, the contractor must provide a summary which identifies the number of unincorporated parcels per map book and the corresponding revenues.

#### **8.5 Library Service Area/Parcel Corrections**

Utilize the Direct Assessment Input and the LSA Data File to identify parcels not assigned to a LSA or assigned to an incorrect LSA. Utilize the LSA Map Shapefiles to assign a recommended LSA. Submit these recommendations as the Parcel Recommendation Report (Attachment X) to the Public Library for review and approval within thirty (30) days from the receipt of the LSA Map Shapefiles and confirmation of Direct Assessment Input. Upon approval of the recommendations, update the LSA Data File within fifteen (15) days.

#### **8.6 Library Service Area Report**

By October 1, submit an updated LSA Report (Attachment XI) utilizing the current Direct Assessment Input and the updated LSA Data File and Special Tax Rate and Taxable Properties (Attachment II) to create this report which groups the parcel numbers by LSA and identifies the LSA, Parcel Count, Tax Levy, Allocation Percentage and the Budget.

#### **8.7 Special Tax Library Service Area Data File**

Utilizing the Direct Assessment Input and LSA Data File create a specialized Special Tax LSA Data File which only includes those parcels levied a Special Tax. This file should display the Parcelnum, Assessor's Parcel Number (APN), TRA, Parcel Count, Tax Amount Special Tax Rate, City, and LSA Name and LSA Number.

#### **8.8 Interface Program Update**

8.8.1 The Contractor must be able to maintain the existing program allowing the Public Library to interface with the Special Tax Database by Parcel Number, Owner Name and Site Address as shown on the Special Tax Interface (Attachment XII). Searchable fields must be specific to Unincorporated Areas and Cities that are assessed a Special Tax.

8.8.2 The County reserves the right to modify fields as required.

### **9.0 SPECIAL TAX PROGRAM AUDIT**

An audit of the Special Tax Program may be conducted during the contract term, or as requested by the Public Library, to confirm that all appropriate parcels included in the Direct Assessment Input have been successfully incorporated into the Auditor-Controller tax roll.

## 9.1 Audit Report

The Contractor will examine all provided information as indicated in Section 6.0, County Responsibilities, to determine if parcels within the Special Tax district boundaries have been assessed the Special Tax. The Contractor shall provide a Special Tax Program Audit Report to the Public Library summarizing the findings resulting from the audit.

## 10.0 UNANTICIPATED WORK

- 10.1 The County may authorize, in writing, the Contractor to perform additional services as Unanticipated Work. The County shall provide a description of the requested service and the Contractor shall provide an estimate (within five (5) days) for labor and materials, where applicable, prior to performing any Unanticipated Work. Price quotes shall be based on Exhibit B – Pricing Schedule, of the Contract.
- 10.2 The Contractor shall commence all Unanticipated Work on the established specified date and complete said work within the time allotted.
- 10.3 The County reserves the right to perform Unanticipated Work itself or assign the work to another Contractor.

## 11.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County of Contractor’s new green initiatives prior to the Contract commencement.

## 12.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) is a listing of services that are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to Performance Requirements Summary (Attachment XIII). In any case of apparent inconsistency between services as stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in the PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor. When the Contractor’s performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must

include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor by a computed amount based on the performance assessment fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) days' written notice with or without cause, as provided for in the Contract, Section 8.0 - Standard Terms and Conditions, Sub-section 8.42 - Termination for Convenience.



7400 E. IMPERIAL HWY. • P.O. BOX 7011 • DOWNEY, CA 90241-7011 • PHONE: 562-940-8485 • FAX: 562-803-0016

## CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor:

TO: (Contractor) **John Doe**  
**DoeRayMe Building Services, Inc.,**

FROM: **Jane Smith** PHONE NO.: **(562) 940 – 8423**  
**Contract Services Unit** FAX NO.: **(562) 803 – 0016**

CONTRACT NO.: **12345** CONTRACT TITLE: **Special Tax Administration Services**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

### CONTRACTOR INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County within two (2) days.
2. Review the discrepancy details.
3. Within ten (10) days, respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County identifying the cause of the problem and providing a corrective action.

The Contract Services Coordinator will evaluate the Contractor's response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

## SPECIAL TAX RATE AND TAXABLE PROPERTIES

Effective Date: 07/01/13

### 1.0 SPECIAL TAX RATE

Special Tax Rate: \$29.18

### 2.0 TAXABLE PROPERTIES WITHIN:

#### (A) Cities

- (1) Cudahy
- (2) Culver City
- (3) Duarte
- (4) El Monte
- (5) La Cañada-Flintridge
- (6) Lakewood
- (7) Lomita
- (8) Lynwood
- (9) Maywood
- (10) West Hollywood

(B) Unincorporated Areas of Los Angeles County excluding the Unincorporated Areas within the boundaries of the Altadena Library District and the Palos Verdes Library District.

### 3.0 SPECIAL TAX BUDGET

Special Tax Budget: \$14,000,000

County of Los Angeles  
Department of Auditor-Controller



Direct Assessment Submission  
Procedure Manual

FY 2013-2014  
Processing

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## DIRECT ASSESSMENT INTRODUCTION

This is the fiscal year 2013-2014 version of the Los Angeles County Auditor-Controller Direct Assessment Submission Procedure Manual. This manual has been created for use by taxing agencies that submit their direct assessments to the Los Angeles County Auditor-Controller for processing.

The following is a summary of important items and major changes that were made to this year's Direct Assessment (DA) process:

- All DA agencies are required to submit their original input in 25 byte format via DAWeb System Application, except DA accounts handled by the Auditor-Controller Systems Division and accounts with 2 million transactions or greater.
- All legal documents such as Resolution/Ordinance, Billing Agreement, Agency Information Sheet and Data Transmittal must be uploaded to the DAWeb prior to submission of the original data file (**see DAWeb virtual tutorial or DAWeb application procedure manual**).
- The Auditor-Controller requires that each agency provide a current copy of their Resolution/Ordinance and Billing Agreement annually, even if no changes have taken place. **Indicate your agencies' account number(s) in the top right hand corner.**
- The Auditor-Controller requires DA agencies to upload their Engineering Reports or other supporting documents to show calculation methodology.
- A new virtual tutorial will be available on the DAWeb site on July 1, 2013. There will also be training sessions for using the DAWeb in July 2013 (**see page 27 for the scheduled dates and times**).
- Our office has made some revisions to the following forms: Current and Prior Year Correction Forms (**see pages 5-6**), Agency Information Sheet (**see page 18**), Billing Agreement (**see page 19**) and User Identification Form (**see page 25**). Please utilize the new revised forms; otherwise, the old forms will be rejected back to the users.
- The Auditor-Controller no longer accepts manual submission for 5 or fewer parcels.
- The revised DAWeb application procedure manual will be available July 1, 2013.

Questions regarding any portion of these procedures should be directed to the Auditor-Controller Tax Division, **Aquilla Ivery-Simmons** of the **Direct Assessment Processing Unit** at **(213) 893-2344**.

**DIRECT ASSESSMENT CYCLE**

**May 1<sup>st</sup> - July 15<sup>th</sup>** Requests for assignment of the New Accounts will be processed if received by our office as early as **May 1<sup>st</sup>** and no later than **July 15<sup>th</sup>**.

**Please Submit to:** **County of Los Angeles, Tax Division**  
**500 W. Temple Street, Room 484**  
**Los Angeles, CA 90012**  
**C/O Kelvin Aikens**

**July 9<sup>th</sup> and 10<sup>th</sup>** Training sessions for the DA Agencies, Agents and County users for DAWeb.

**July 1<sup>st</sup> – July 19<sup>th</sup>** Agencies submitting data for the first time are recommended to submit test files via DAWeb with sample production data for review.

**July – August** Agencies submit original input direct assessments for new tax year beginning **July 1<sup>st</sup>**.

Auditor-Controller prepares new tax roll with direct assessments that have been provided by taxing agencies. We provide exception reports, parcel change reports and comparison letters for agencies with a significant change in data (> 20% of transaction count and/or dollar amount) from previous year to current year.

**September** Secured tax bills are printed.

**October** Special Tax Levied/Paid Report Original Charge will be available for viewing (**see page 22, Appendix III**) or for downloading via our website at <http://auditor.lacounty.gov>.

**DIRECT ASSESSMENT SUBMISSION DUE DATES**

To ensure agency direct assessments are included on tax roll, submit direct assessment input as soon as possible beginning July 1<sup>st</sup>. Cut-off dates are as follows:

**July 19<sup>th</sup>** Upload test data via DAWeb.

**August 8<sup>th</sup>** Upload of original input data via DAWeb.

**August 29<sup>th</sup>** Final day to accept Direct Assessment corrections for new tax year. Any corrections received after **August 29<sup>th</sup>** are subject to a **\$13.00** service charge for each assessment per parcel and year/sequence processed.

**NOTE: Direct assessment data cannot be submitted to Auditor-Controller via DAWeb without first uploading the Agency Information Sheet, Resolution/Ordinance, Billing Agreement and Data Transmittal.**

We cannot guarantee any agency placement of all direct assessments on tax roll when input is received after established due date of **August 8<sup>th</sup>**.

**DIRECT ASSESSMENT SCHEDULE OF SERVICE CHARGES****1. DA Annual Charges**

Original Input:	\$0.25 per assessment per parcel/yr sequence
Processing Fee:	\$50.00 per account
Set Up Fee:	\$250.00 per account for New DA accounts only

**2. DA Quarterly Charge**

Corrections:	\$13.00 per assessment per parcel/yr sequence after tax roll extension
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**3. DA Confirmation Charges**

The Auditor-Controller will provide confirmation that the assessments on specific parcels have been removed/adjusted if the agency makes a request. There will be an additional charge per assessment, per parcel/yr sequence plus processing fee, fax and/or cost of envelope and postage, if any.

**NOTE: Additional charges will be based on FY 2013-14 Auditor-Controller Duplication Rates available in September of every new fiscal year.**

<b>1.0 SUBMISSION OF DATA</b>
-------------------------------

**1.1****SUBMISSION OF DATA VIA DAWEB**

Beginning this fiscal year 2013-14, the Auditor-Controller requires that all original input submission be made via DAWeb, excluding DA accounts handled by the Auditor-Controller Systems Division and DA accounts with 2 million transactions or greater.

To have access granted to the DAWeb, please fill out and submit the **User Identification Form (see page 25)** immediately to Aquilla Ivery-Simmons by e-mail at [aivery@auditor.lacounty.gov](mailto:aivery@auditor.lacounty.gov) or by fax at **(213) 617-0592**.

Please see the DAWeb application procedure manual for instructions on how to use the DAWeb. The dates and times for training sessions and form are now available (**see page 27**). Please fill out and submit the **Training Schedule Form** immediately to Maria (Estela) Noel by e-mail at [mnoel@auditor.lacounty.gov](mailto:mnoel@auditor.lacounty.gov) or by fax at **(213) 617-0592**.

**2.0 SUBMISSION OF CORRECTIONS****2.1 CORRECTIONS MADE BEFORE THE ORIGINAL INPUT DEADLINE**

Please see the revised DAWeb application procedure manual for instructions on how to submit corrections using the DAWeb.

**2.0 SUBMISSION OF CORRECTIONS****2.2 CORRECTIONS MADE AFTER THE ORIGINAL INPUT DEADLINE**

Direct assessments that were processed to the Secured Tax Roll system and resulted in an incorrect assessment for a parcel **MAY** be corrected after the original input deadline. ***ROLL CORRECTIONS FOR THE CURRENT YEAR THAT ARE RECEIVED AFTER AUGUST 29<sup>th</sup> WILL BE SUBJECT TO A \$13 SERVICE CHARGE FOR EACH ROLL CORRECTION PROCESSED.***

The Auditor-Controller will accept corrections for current and prior year assessments to decrease or delete an incorrect assessment.

The Auditor-Controller will make corrections only upon receipt of a completed and properly signed Direct Assessment Correction Form (**see page 5 for the Current Year Direct Assessment Correction Form and page 6 for the Prior Year Direct Assessment Correction Form**).

The Auditor-Controller will provide confirmation that the assessments on specific parcels have been removed/adjusted if the agency makes a request. There will be an additional charge per assessment, per parcel/yr sequence plus processing fee, fax and/or cost of envelope and postage, if any.

**NOTE: Additional charges will be based on FY 2013-14 Auditor-Controller Duplication Rates available in September of every new fiscal year.**

A. Current Year Corrections

Prepare the Current Year Direct Assessment Correction Form (**see page 4 Current Year Correction Instructions**). Current year corrections that are unpaid or partially paid will result in an adjusted tax bill. Adjusted tax bills are sent to the assessee of record. The Auditor-Controller does not issue refunds resulting from the cancellation and/or reduction of direct assessment charges. Any corrections to an assessment that would generate a refund will be returned to the agency with payment information to assist the agency in processing refunds accordingly.

B. Prior Year Corrections

Prepare the Prior Year Direct Assessment Correction Form (**see page 4 Prior Year Correction Instructions**). Prior year corrections that are unpaid will result in an adjusted delinquent tax bill. Adjusted tax bills will be sent to the assessee of record. The Auditor-Controller does not issue refunds resulting from the cancellation and/or reduction of direct assessment charges. Any corrections to an assessment that would generate a refund will be returned to the agency with payment information to assist the agency in processing refunds accordingly.

**2.0 SUBMISSION OF CORRECTIONS**

Below are the instructions for filling out Current/Prior Direct Assessment Correction Forms:

- 1 **Letterhead**  
The Correction Forms **MUST** be submitted on agency letterhead.
- 2 **Agency Name**  
Enter the Agency Description.
- 3 **Account Number**  
Enter the Agency Account Number.
- 4 **Authorization Number**  
**Leave blank!** For Auditor-Controller use only.
- 5 **Fiscal Year or Rate Year**  
Enter the 4 digits of the roll year (e.g. if the DA is for the tax year 2013-2014, enter "2013").
- 6 **Parcel Number**  
Enter parcel number that will be corrected or billed on Secured Tax Roll. If Public Utility, please refer to **Section 3.1 Public Utility Parcel Conversion Procedure** on **page 8**.
- 7 **Year and Sequence No.**  
Enter the Rate Year and "000" (e.g. if rate year is 2013, enter "2013000").
- 8 **Check Digit**  
Refer to **Section 3.2 Check Digit Algorithm Calculation Procedure** on **page 9**.
- 9 **Original Amount**  
Enter the prior amount posted.
- 10 **Corrected Amount**  
Enter the new direct assessment amount to be posted to the Secured Tax Roll.  
If deleting an assessment, enter "0".
- 11 **Prepared By**  
Type or print the name of the person preparing the correction form.
- 12 **Telephone No.**  
Enter the phone number of the person to be contacted if any problems occur.
- 13 **Authorized Name and Signature**  
Type or print the name of the person authorizing the change and sign.
- 14 **Date**  
The date the request was signed.
- 15 **Telephone No.**  
Enter the phone number of person authorizing the change.

**2.0 SUBMISSION OF CORRECTIONS**

**CURRENT YEAR DIRECT ASSESSMENT CORRECTION FORM**

*Insert agency letterhead here* (1)

TO: COUNTY OF LOS ANGELES  
 AUDITOR-CONTROLLER, TAX DIVISION  
 DIRECT ASSESSMENT PROCESSING  
 500 W. TEMPLE ST., ROOM 153  
 LOS ANGELES, CA 90012

**CURRENT YEAR DIRECT ASSESSMENT  
 CORRECTION FORM**

AGENCY NAME: (2) \_\_\_\_\_

ACCOUNT No.: (3) \_\_\_\_\_ FISCAL YEAR (5) **2013**

AUTHORIZATION No.: (4) \_\_\_\_\_  
 (FOR AUDITOR USE ONLY)

#	PARCEL NUMBER	YR & SEQ #	CD	ORIGINAL AMOUNT	CORRECTED AMOUNT	CONFIRMATION DATE
1	0000-000-000	2013-000	(8)	(9)	(10)	
2	(6)	(7)				
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

PREPARED BY: (11) \_\_\_\_\_ PHONE No.: (12) \_\_\_\_\_  
 (PRINT NAME)

I hereby authorize the above Direct Assessment Roll Corrections.

AUTHORIZED SIGNATURE: (13) \_\_\_\_\_ DATE: (14) \_\_\_\_\_  
 AUTHORIZED NAME: \_\_\_\_\_ PHONE No.: (15) \_\_\_\_\_  
 (PRINT NAME & TITLE)

**2.0 SUBMISSION OF CORRECTIONS**

**PRIOR YEAR DIRECT ASSESSMENT CORRECTION FORM**

*Insert agency letterhead here* (1)

TO: COUNTY OF LOS ANGELES  
 AUDITOR-CONTROLLER, TAX DIVISION  
 DIRECT ASSESSMENT PROCESSING  
 500 W. TEMPLE ST., ROOM 153  
 LOS ANGELES, CA 90012

**PRIOR YEAR DIRECT ASSESSMENT  
 CORRECTION FORM**

AGENCY NAME: _____ (2)							FISCAL YEAR <b>2012</b> (5)
ACCOUNT No.: _____ (3)							
AUTHORIZATION No.: _____ (4) <small>(FOR AUDITOR USE ONLY)</small>							

#	PARCEL NUMBER	YR & SEQ #	CD	ORIGINAL AMOUNT	CORRECTED AMOUNT	CONFIRMATION DATE
1	0000-000-000	2012-000	(8)	(9)	(10)	
2	(6)	(7)				
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

PREPARED BY: _____ (11) <small>(PRINT NAME)</small>	PHONE No.: _____ (12)
I hereby authorize the above Direct Assessment Roll Corrections.	
AUTHORIZED SIGNATURE: _____ (13)	DATE : _____ (14)
AUTHORIZED NAME: _____ <small>(PRINT NAME &amp; TITLE)</small>	PHONE No.: _____ (15)

<b>2.0 SUBMISSION OF CORRECTIONS</b>
--------------------------------------

C. Corrections Due to Foreclosure

When submitting corrections due to foreclosure, the agency should follow the procedures on **page 3 – Corrections Made After the Original Input Deadline**. Indicate "**FOR FORECLOSURE**" on the form to the left of the account number.

D. Property Acquired by a Public Agency

All direct assessments placed on property that is subsequently acquired by a public agency will be pro-rated from the date of acquisition forward.

E. Correction Processing Cut-Off Dates

To ensure corrections are processed during the current fiscal year, Direct Assessment Correction Forms must be received no later than **May 1<sup>st</sup>**. Correction processing resumes in **September** of the following tax year.

<b>3.0 DA PUBLIC UTILITY AND CHECK DIGIT PROCEDURES</b>
---

**3.1 PUBLIC UTILITY PARCEL CONVERSION PROCEDURE**

The Public Utility parcel numbers also consist of 10 digits. Please read below for the procedure of converting Public Utility parcels:

1. If the utility is **OTHER THAN** a railroad company, enter the County Parcel Number as follows:

<u>Digits</u>	<u>Total digits (10)</u>	<u>Content</u>
1	1	"9" (9 is the first prefix of the map book)
2-5	4	Utility Company Number
6-10	5	"00001"

**NOTE: Always add 0 or 0s in front of the company number if it has fewer than 4 digits.**

**E.g.:** So Cal Edison Company  
Company number 148

<u>Prefix of Map Book</u>	<u>Utility Company Number</u>	<u>Tax Rate Area</u>
9	148	00001

County Parcel Number is **9014800001**.

2. If the utility is a **railroad** company, enter the County parcel number as follows:

<u>Digits</u>	<u>Total digits (10)</u>	<u>Content</u>
1	1	"9" (9 is the first prefix of the map book)
2-5	4	Utility Company Number
6-10	5	County Tax Rate Area

**NOTE: Always add 0 or 0s in front of the company number if it has fewer than 4 digits.**

**E.g.:** Southern Pacific Railroad  
Company number 007  
County TRA 01020

<u>Prefix of Map Book</u>	<u>Utility Company Number</u>	<u>Tax Rate Area</u>
9	007	01020

County Parcel Number is **9000701020**.

<b>3.0 DA PUBLIC UTILITY AND CHECK DIGIT PROCEDURES</b>
---

3.2

**CHECK DIGIT ALGORITHM CALCULATION PROCEDURE**

The Check Digit is a form of parcel number validation. The calculated check digit number is arrived at by using the following algorithm:

- a. List your parcel number. **2 0 2 0 4 1 8 0 3 7**
- b. Start with the first digit of the parcel number **step a** and multiply every other digit by 2.

2	2	4	8	3
4	4	8	16	6

- c. Sum the resulting totals from **step b**. If the answer in step b contains two digits, add the number individually to get one number (e.g. 16 would be 1+6)

$$4 + 4 + 8 + 1 + 6 + 6 = 29$$

- d. Go back to parcel number starting with **step a** and add every other number starting with the second digit from parcel number.

$$0 + 0 + 1 + 0 + 7 = 8$$

- e. Add the total result from **step c** to the total result from **step d**.

$$\begin{array}{r} \text{Total} = \quad 29 \\ \quad \quad \quad + 8 \\ \hline \quad \quad \quad 37 \end{array}$$

**Note: If last digit calculated in step e is zero, check digit is zero.**

- f. Subtract the last digit of the total in **step e** from 10.

$$10 - 7 = 3$$

**The end result is the check digit = 3.**

**4.0 DA EXCEPTION REPORT****4.1****DIRECT ASSESSMENT EXCEPTION REPORT**

The Direct Assessment Exception Report is a control report provided to the taxing agency by the Auditor-Controller after each update during DA Roll Build-Up. It lists the direct assessment transactions rejected during Secured Tax Roll processing. This report is to be used by the agency as a source document when making corrections.

**Description:**

- 1 **Report Heading**  
The report heading consists of: (1) the page number; (2) the report name; (3) the agency account number; and (4) the report preparation date.
- 2 **Agency Number**  
Agency's assigned account number.
- 3 **Batch Number**  
The batch number assigned to the agency's direct assessment transactions.
- 4 **Parcel Number**  
The Assessor's identification number.
- 5 **Check Digit**  
A calculated number used internally by the Auditor-Controller.
- 6 **Year**  
Secured Tax Roll year to which the direct assessments tried to post.
- 7 **Sequence Number**  
The number that identifies what segment of a parcel is to be processed.
- 8 **Recycle Line Number**  
The number used to locate an error transaction during the correction process used internally by the Auditor-Controller.
- 9 **Authorization Number**  
Assigned by the Auditor-Controller, used internally.
- 10 **Reason & Origin**  
Codes assigned/used internally by the Auditor-Controller.
- 11 **Direct Assessment Amount**  
The direct assessment levy amount charge.
- 12 **Hash Amount**  
Total amount of direct assessments in the transaction.
- 13 **Error Codes**  
The code that indicates the reason a transaction has been rejected.
- 14 **Total Parcel Count**  
The total number of direct assessment transactions listed.

**4.0 DA EXCEPTION REPORT**

**15** Description of Common Error Codes  
 A key used to explain the most common error codes.

**DIRECT ASSESSMENT EXCEPTION REPORT SAMPLE**

PAGE 1

**1**

DIRECT ASSESSMENT EXCEPTION REPORT FOR ACCOUNT NUMBER - 00418  
 PREPARED DATE: 08/15/99

<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
ACCT NUM	BATCH NUMBER	PARCEL NUM	C D	YR	SEQ	LINE NUMBER	AUTH #	REAS ORIG	DA AMOUNT	HASH TOTAL	ERROR CODES
00418	100418	3010037032	7	2000	000	083007352 10	000153	LC	0000000102090	00000000102090	A30
		3022011002	3	2000	000	055002988 15	000153	LC	000000014717D	0000000007375H	L30 L80
		3027021044	7	2000	000	083007427 60	000153	LC	000000010209D	0000000010209D	240 L30 L80
		3027021060	6	2000	000	055003083 20	000153	C	0000000030781	00000000030781	A50
		3040004029	5	2000	000	055003083 20	000153	LC	0000000102090	00000000102090	220
		3040004030	2	2000	000	055003083 20	000153	LC	0000000073750	00000000073750	240

TOTAL PARCEL COUNT = 6

**14**

DESCRIPTION OF COMMON ERROR CODES

- (1) A30 - INCORRECT CHECK DIGIT
  - (2) L20 - ACCOUNT NUMBER IS NOT NUMERIC
  - (3) L30 - DIRECT ASSESSMENT AMOUNT IS NOT NUMERIC
  - (4) L80 - DIRECT ASSESSMENT HASH AMOUNT IS NOT NUMERIC
  - (5) L82 - DIRECT ASSESSMENT AMOUNT DOES NOT EQUAL TO THE HASH AMOUNT
  - (6) 220 AND 240 - PARCEL DOES NOT EXIST ON THE SECURED TAX ROLL
  - (7) 320 - TRANSACTION IS ATTEMPTING TO POST A NEW DIRECT ASSESSMENT WITH ZERO DIRECT ASSESSMENT AMOUNT
- \*\*\* FOR ALL OTHER ERROR CODES REFER TO THE APPENDIX OF THE DIRECT ASSESSMENT SUBMISSION PROCEDURES MANUAL \*\*\*

**15**

## 4.0 DA EXCEPTION REPORT

**STR ERROR CODES FOR DIRECT ASSESSMENT TRANSACTIONS**

A10	Parcel number is not numeric or is equal to zeros
A20	Sequence number is not numeric
A22	Year is not a valid roll year
A30	Check digit is not valid
A40	Authorization number must not equal blanks
A50	Reason key is not equal to "L"
A60	Origin key is not equal to "C"
A70	Transaction code is not equal to "580"
L20	Account number is not numeric
L30	Direct Assessment amount must be numeric
L80	Direct Assessment amount is not equal to the hash amount
220*	Parcel is not active on the database
240*	Parcel for particular year and sequence is not active on the database
320	Transaction is attempting to post a new direct assessment with amount equal to zero
430	Transaction is attempting to post a new direct assessment with an invalid direct assessment account number
460	Transaction is attempting to update a roll year greater than the current roll year

\*NOTE: These errors often occur because agencies submit direct assessments on parcels that have undergone a parcel change or on non-billable parcels. A primary example of a non-billable parcel would be a Common Area parcel. Common Area generally occurs within condominium projects and planned neighborhood projects. The assessed value on Common Area parcels are deliberately set low (\$9) so that a tax bill will not be issued. To minimize these errors, it is suggested that each agency identify and omit assessments for non-billable parcels. It is recommended that the charges be allocated to parcels adjoining the Common Area parcels.

<b>5.0 DA ON PARCELS UNDERGOING PARCEL CHANGE</b>
---

**5.1****PARCEL CHANGE CURRENT YEAR PROCESSING**

If the Parcel Change occurs during the current Roll Year, there are two options available:

- OPTION 1** Allocate existing direct assessment amounts to new billable parcel(s). This option will automatically divide amount of direct assessment levied on old parcel (parcel undergoing change) equally to new billable parcel(s) being created and placed equally divided amount(s) on new parcel(s).
- OPTION 2** Drop the assessments from the roll. When new parcel(s) replace old parcel direct assessment will be deleted. It will be the sole responsibility of the taxing agency to directly bill the party liable for any direct assessments dropped from the roll.

**Indicate on the Agency Information Sheet (see page 18 Appendix I) the option you select for each direct assessment account.**

The Auditor-Controller may refund paid direct assessments for properties undergoing Parcel Change for the current Roll Year during the current Roll Year.

**E.g.** Parcel Change in the 2013-2014 fiscal year affects the tax bill for that same year (fiscal year 2013-2014).

The Los Angeles County Assessor has developed an automated methodology for managing direct assessments for properties undergoing a "Parcel Change." "Parcel Change" is the term that describes the process which takes place when a change in the legal description of a parcel results in it changing into one or more new parcels, or many parcels into one parcel.

The Auditor-Controller will process increases after extension of tax roll by request to direct assessments on parcels that have undergone a parcel change. All such requests will be subject to the **\$13.00** service charge per assessment per parcel and year/sequence being adjusted. New parcels must be billed on the Secured Tax Roll before taxing agencies submit requests. Taxing agencies choosing **Option 1** may submit Current Year Correction Forms increasing and decreasing amounts for direct assessments that were divided equally on the new parcels or or dropped due to a multiple parcel change.

**Under both Option 1 and Option 2, Direct Assessments for parcels undergoing a parcel change will be dropped from the tax roll under the following conditions:**

- After pro-ration, any unpaid portion of Direct Assessments levied on parcels undergoing a parcel change due to an acquisition of the property by a public entity.
- Direct Assessments for parcels undergoing a multiple parcel change. Multiple parcel change is defined as a parcel being divided into more than 4 parcels.

**5.0 DA ON PARCELS UNDERGOING PARCEL CHANGE****AGENCY REPORTS**

The following hard copy reports identify direct assessments on parcels that have undergone a Parcel Change:

1. **Report of Direct Assessment Activity (see page 16, FIG. 5.1)**

This non-accumulated report is available after each parcel change update. The parcel change system updates approximately once per week from September to June.

- a. If **Option 1** has been selected by the agency, the report will indicate by direct assessment account number the old and new parcel numbers, the direct assessment amount on the old parcel at the time of parcel change, and the amount allocated to the new parcels.
- b. If **Option 2** has been selected by the agency, the report will indicate by agency account number the old parcel number, the direct assessment amount on the old parcel at the time of parcel change, and the amount dropped from the roll.

2. **Agency Summary Report - Hard Copy (see page 17, FIG. 5.2)**

This non-accumulated report is available after each parcel change update. The parcel change system updates approximately once per week from September to June.

- a. If **Option 1** has been selected by the agency, the report will provide the total direct assessment amount on the old parcels at the time of parcel change, and the total amount allocated to the new parcels for each parcel change update.
- b. If **Option 2** has been selected by agency, the report will indicate total direct assessment amount on old parcel at time of parcel change, and amount dropped from the roll for each parcel change update.

**5.0 DA ON PARCELS UNDERGOING PARCEL CHANGE****5.2****PARCEL CHANGE PRIOR YEAR PROCESSING**

If the Parcel Change occurs for a prior Roll Year (e.g. Parcel Change for 2012 Roll Year made during 2013 Fiscal Year), the direct assessments will be handled as follows:

1. If the direct assessment was fully paid on the old parcel when the Parcel Change occurred, regardless of whether the parcel was current or delinquent, the full amount of the direct assessments will remain on the old parcel and will not be dropped from the Tax Roll.
2. If any portion of the direct assessment remained unpaid when the parcel change occurred, the unpaid amount of the direct assessment will be dropped from the Tax Roll. Collection will be the responsibility of the taxing agency.

**AGENCY REPORTS****Report of Delinquent Parcel Activity - Hard Copy (see page 17, FIG. 5.3)**

This report is available by direct assessment account number and includes a list of the old parcels for which taxes were not paid timely and were subject to being dropped from the Tax Roll. In addition, the report provides a list of the old parcels.

**Note:** Hard Copy Agency Report(s) such as:

**Report of Direct Assessment Activity (see page 16, FIG. 5.1), Agency Summary Report (see page 17, FIG. 5.2) and Report of Delinquent Parcel Activity (see page 17, FIG. 5.3) are only available upon request on an annual basis.**

All requests for hard copy reports must be sent to:

County of Los Angeles  
Auditor-Controller, Tax Division  
Direct Assessment Processing Unit  
500 W. Temple Street, Room 153  
Los Angeles, CA 90012  
**C/O Aquilla Ivery-Simmons**

<b>5.0 DA ON PARCELS UNDERGOING PARCEL CHANGE</b>
---

**FIG. 5.1 – REPORT OF DIRECT ASSESSMENT ACTIVITY – HARD COPY**

ASEPO815 DATE 05/16/00

REPORT OF DIRECT ASSESSMENT ACTIVITY FOR AGENCY: LA CO FIRE DEPT ACCT NO: 007.44

THIS SECTION OF THE REPORT LISTS PARCELS UNDERGOING A PARCEL CHANGE FOR WHICH DIRECT ASSESSMENTS HAVE BEEN REAPPLIED TO THE NEW PARCELS) (OPTION 1) OR DROPPED FROM THE TAX ROLL (OPTION 2).

AN "\*" TO THE LEFT OF A NEW PARCEL INDICATES THAT A MULTIPLE PARCEL CHANGE OCCURRED. DIRECT ASSESSMENTS CANNOT BE REAPPLIED TO THE NEW PARCELS. THESE DIRECT ASSESSMENTS HAVE BEEN DROPPED FROM THE TAX ROLL.

FOR FISCAL YEAR 1999-00

<u>LEGEND</u>	<u>PARCEL</u>	<u>YR</u>	<u>SEQ</u>	<u>D.A. AMT</u>	<u>LEGEND</u>	<u>PARCEL</u>	<u>YR</u>	<u>SEQ</u>	<u>D.A. AMT</u>	
OLD	5868-019-025	1	99	000	10.66	NEW * 5868-019-027	9	99	000	.00
NEW	* 5868-019-028	8	99		.00	-				
PACKAGE TOTAL D.A. AMT: OLD PCL				1	10.66	NEW PCL	2		.00	
OLD	8719-004-008	9	99	000	51.64	NEW 8719-004-914	2	99	000	.00
PACKAGE TOTAL D.A. AMT: OLD PCL				1	51.64	NEW PCL	1		.00	
OLD	8719-004-009	8	99	000	51.64	NEW 8719-004-915	1	99	000	.00
PACKAGE TOTAL D.A. AMT: OLD PCL				1	51.64	NEW PCL	1		.00	
OLD	8719-004-010	5	99	000	51.64	NEW 8719-004-916	0	99	000	.00
PACKAGE TOTAL D.A. AMT: OLD PCL				1	51.64	NEW PCL	1		.00	
AGENCY TOTAL D.A. AMT: OLD					165.58	NEW			.00	

**5.0 DA ON PARCELS UNDERGOING PARCEL CHANGE**

**FIG 5.2 – AGENCY SUMMARY REPORT – HARD COPY**

ASEP0850    DATE 05/16/00    RUN NO:    89

AGENCY SUMMARY REPORT OF DIRECT ASSESSMENT ACTIVITY  
FOR FISCAL YEAR 1999-00

AGENCY NAME	ACCT. NO	OLD PARCEL D.A. TOTAL	NEW PARCEL D.A. TOTAL
LA COUNTY HAZARD ABATEMENT	001.96	580.84	.00
COUNTY LIBRARY ASSESSMENT	003.11	22.86	.00
L A CO FIRE DEPT	007.44	165.58	.00
FLOOD CONTROL	030.71	306.67	.00
LA CO PARK DIST	036.92	27.41	.00
L A CO. WEST MOSQUITO AB	061.11	4.82	.00
SAN GABRIEL VY MOSQ ABMT	061.32	21.39	.00
SOUTHEAST MOSQUITO ABATE	061.81	4.11	.00
LA CITY LANDSCAP&LIGHT D	188.50	18.40	.00
LOS ANGELES CITY STREET	188.51	35.02	.00
STORMWATER POLLUTION ABM	188.69	11.48	.00
CITY 911 FUND	188.71	2.87	.00
MWD WATER STANDBY CHARGE	330.11	36.63	.00
MWD WATER STANDBY CHARGE	335.06	10.28	.00
WEST BASIN MWD STANDBY C	375.81	120.00	.00
<b>GRAND TOTAL</b>	<b>1,368.36</b>	<b>.00</b>	

**FIG 5.3 – REPORT OF DELINQUENT PARCEL ACTIVITY FOR AGENCY – HARD COPY**

ASEP0810 DATE 02/27/02

PAGE 1

REPORT OF DELINQUENT PARCEL ACTIVITY FOR AGENCY: LA CITY LANDSCAP&LIGHT DIST 96-1 ACCT NO: 188.50

THIS REPORT LISTS PARCELS UNDERGOING A PARCEL CHANGE WHICH WERE NOT PAID TIMELY (IN THE TAX YEAR ENROLLED) AND WERE SUBSEQUENTLY PLACED ON THE DELINQUENT TAX ROLL. IF ANY PORTION OF THE TAXES REMAINED UNPAID WHEN THE PARCEL CHANGE OCCURRED, THE FULL AMOUNT OF THE DIRECT ASSESSMENT, BOTH PAID AND UNPAID, HAVE BEEN DROPPED FROM THE TAX ROLL. COLLECTION OF THE DIRECT ASSESSMENT IS THE RESPONSIBILITY OF THE TAXING AGENCY.

FOR FISCAL YEAR 2002-2003

OLD PARCEL (S)	YEAR (S) ON REDEMPTION	NEW PARCEL (S)
-----	-----	-----
2350-012-032	99 000 98 000 00 000	2350-012-919

PACKAGE TOTAL:            OLD PARCELS    1            NEW PARCELS    1

## 6.0 APPENDICES

6.1

## APPENDIX I

(Note: **Must** be submitted on agency letterhead.)

County of Los Angeles  
 Auditor-Controller, Tax Division  
 500 W. Temple Street, Room 153  
 Los Angeles, CA 90012  
 C/O Aquilla Ivery-Simmons

## AGENCY INFORMATION SHEET

(Print Account Number and 16 Character Bill Description)

Please be advised that for fiscal year 2013-2014 (Place initials next to the correct response(s)):

- \_\_\_\_\_ 1. We will **not** submit Direct Assessment Input for the above referenced account.  
**(STOP here, initial and go to the last line and provide authorized signature).**
- \_\_\_\_\_ 2. We will submit Direct Assessment Input for the above referenced direct assessment account on or before **August 8<sup>th</sup>**.
3. **DIRECT ASSESSMENT SUBMISSION REQUIREMENTS**
- A. **Agreement for Billing Direct Assessments**  
 Signed agreement attached
- B. **Written Authority to Levy Assessments** (i.e. resolution, ordinance, certified election results)  
 Written authority attached  
 Ongoing authority/Resolution (expiration date \_\_\_\_\_)
- \_\_\_\_\_ 4. We have received, read and understood the 2013 Direct Assessment Submission Procedure Manual; and
- \_\_\_\_\_ 5. We have chosen Option 1  or Option 2  for the Direct Assessment Processing Undergoing Parcel Changes (**see page 13 of DA Manual**).

The following are the Agency contacts for taxpayer inquiries and processing questions regarding direct assessment charges for the above referenced account number:

**Contact Name:** \_\_\_\_\_ **Phone No. To Be Listed On Tax Bill:** \_\_\_\_\_

**Consultant/Levying Agency:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**Consultant/Levying Agency E-mail Address:** \_\_\_\_\_

The Auditor-Controller will forward all direct assessment correspondence to the attention of the Director of Finance/Manager. Signature indicates that all above information is correct.

**Director of Finance/Manager:** \_\_\_\_\_  
 (PRINT NAME)

**Director of Finance/Manager Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## 6.0 APPENDICES

6.2

## APPENDIX II

(Note: Must be submitted on agency letterhead.)

**DA Account #:**

### AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

This agreement is made and entered into between the *Los Angeles County Auditor-Controller* and – **(Name of your Agency)**—to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to – **(Name of your Agency)**--.

#### I. PROPERTY TAX SERVICES

Los Angeles County will place direct assessments on the Secured Tax Roll and distribute collections to – **(Name of your Agency)**—at the same time and in the same manner as Los Angeles County property taxes are collected and distributed. –**(Name of your Agency)**—will adhere to the policies and procedures established by the Los Angeles County Auditor-Controller as outlined in the Direct Assessment Submission Procedure Manual.

#### Fee for Billing Services

For billing of direct assessments, the Los Angeles County Auditor-Controller shall collect the following charge:

DA Original Submission - \$0.25 per assessment per parcel

For correction of direct assessments requested by – **(Name of your Agency)**—after extension of the tax roll, the Los Angeles County Auditor-Controller will collect \$13.00 per correction.

The Los Angeles County Auditor-Controller will charge an additional fee for extended services provided to – **(Name of your Agency)**—that are outlined in the Auditor-Controller Direct Assessment Submission Procedure Manual.

#### II. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing charges are collected once a year, on the December 20<sup>th</sup> advance distribution. Any additional charges are deducted on the next available distribution of monies.

**6.0 APPENDICES**

Agreement for Billing of Direct Assessments  
Page 2

**III. ACCOUNTING SERVICES**

The Los Angeles County Auditor-Controller has available a report of direct assessments levied for the tax year by parcel and will be provided to ~~-(Name of your Agency)-~~. Accounting Services beyond this will be considered extended services and will be subject to additional charges and fees.

**IV. MODIFICATION OF COLLECTION FEES AND CHARGES**

The Los Angeles County Auditor-Controller reserves the right to increase or decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to ~~-(Name of your Agency)-~~.

**V. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW**

The authority for such levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. ~~-(Name of your Agency)-~~warrants that the taxes, fees, or assessments imposed by ~~-(Name of your Agency)-~~and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).

~~-(Name of your Agency)-~~hereby releases and forever discharges Los Angeles County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of ~~-(Name of your Agency)-~~responsibility under this agreement or other action taken by ~~-(Name of your Agency)-~~in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

~~-(Name of your Agency)-~~agrees to and shall defend, indemnify and hold harmless Los Angeles County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of any of ~~-(Name of your Agency)-~~responsibility under this agreement, or other action taken by ~~-(Name of your Agency)-~~in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

<b>6.0 APPENDICES</b>
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Agreement for Billing of Direct Assessments  
Page 3

**VI. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW (cont.)**

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, – **(Name of your Agency)** -- agrees that Los Angeles County may offset the amount of any judgment paid by Los Angeles County or by any indemnified party from any monies collected by Los Angeles County on – **(Name of your Agency)** -- behalf, including property taxes, special taxes, fees, or assessments. Los Angeles County may, but is not required to, notify – **(Name of your Agency)** -- of its intent to implement any offset authorized by this paragraph.

**VII. TERMS OF AGREEMENT**

All existing agreements between Los Angeles County Auditor-Controller and – **(Name of your Agency)**—pertaining to the collection of direct assessments shall be terminated upon the execution of this agreement. This agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice to the other party of cancellation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**DIRECTOR OF FINANCE/MANAGER**

Authorized Name: \_\_\_\_\_  
**(PRINT)**

---

**For Auditor-Controller Use Only**

Approved Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**SECTION MANAGER**

Approved Name: \_\_\_\_\_  
**(PRINT)**

6.0 APPENDICES

6.3

APPENDIX III

To access the **Special Tax Levied/Paid Report Original Charge (Previously - LS09)** please go to the following website:

<http://auditor.lacounty.gov>

1. Click **Property Tax** (near top of page).
2. Go to **Property Tax Report Central** (left side of page).
3. Select **Direct Assessment Payment Listing**. A new page will open.
4. On the new page, choose **Search Secured Master**.
5. Select **Current or Prior Fiscal Year** and **Original Charge**.
6. Type **DA account number** with any leading zeros but with no decimal point.
7. Click **Submit**.
8. When search is complete, click **Download**.
9. Choose **Open or Save**.
10. Open file.

FIG. 6.1 - SPECIAL TAX LEVIED/PAID REPORT ORIGINAL CHARGE – HARD COPY

8291040006		10.00	.00	8291040007	10.00	.00
AUDITOR	DARYMT			SPECIAL TAX LEVIED/PAID		PREPARED 01/20/2011 PA
AGENCY 35071				BY ACCOUNT NUMBER		
PARCEL	TAX LEVIED	TAX PAID	PARCEL	TAX LEVIED	TAX PAID	
8291040009	10.00	.00	8291040010	23.10	.00	
8291040012	10.00	.00	8291040013	10.00	.00	
8291040014	10.00	.00	8291040015	12.40	.00	
8291040016	17.70	.00	8291040017	17.40	.00	
8291040018	10.00	.00	8291040019	10.00	.00	
8291040020	10.00	.00	8291040021	10.00	.00	
8291041001	14.90	.00	8291041002	10.00	.00	
8291041003	10.00	.00	8291041004	10.00	.00	
8291041005	10.00	.00	8291041006	10.00	.00	
8291041007	10.00	.00	8291041008	10.00	.00	
8291041009	10.00	.00	8291041010	10.00	.00	
8291041011	10.00	.00	8291041012	10.00	.00	
8291041013	10.00	.00	8291041014	10.00	.00	
8291041015	10.00	.00	8291041016	10.00	.00	
8291041017	10.00	.00	8291041018	10.00	.00	
8291041019	10.00	.00	8291041020	10.00	.00	
8291041021	10.00	.00	8291041022	10.00	.00	
8291041023	10.00	.00	8291042001	10.00	.00	
8291042002	10.00	.00	8291042003	10.00	.00	
8291042004	10.00	.00	8291042005	10.00	.00	
8291042006	10.00	.00	8291042007	10.00	.00	
8291042008	10.00	.00	8291042011	10.00	.00	
8291042012	10.00	.00	8291042013	10.00	.00	
8291042014	10.00	.00	8291042015	10.00	.00	
8291042016	23.10	.00	8291042022	10.00	.00	
8291042023	10.00	.00	8291043001	10.00	.00	
8291043002	10.00	.00	8291043003	10.00	.00	
8291043004	10.00	.00	8291043005	10.00	.00	
8291043006	10.00	.00	8291043007	10.00	.00	
8291043008	10.00	.00	8291043009	10.00	.00	
8291043010	10.00	.00	8291043011	10.00	.00	
8291043012	10.00	.00	8291043013	10.00	.00	
8291043014	10.00	.00	8291043015	10.00	.00	
9010100001	571.70	.00	9014800001	13,014.30	.00	
9014900001	2,051.30	.00	9020100001	461.50	.00	
9027900001	309.90	.00	9080400003	11,622.20	.00	
9084300003	13,038.30	.00	9110012143	10.00	.00	
9227400001	27.50	.00	9253200001	40.00	.00	
9260600001	40.10	.00	9272000001	30.40	.00	
9274800001	50.00	.00	9775700001	20.00	.00	
			AGENCY TOTAL	3,274,574.80	0.00	
			AGENCY PARCEL COUNT	308,328		

6.0 APPENDICES

6.4

APPENDIX IV

To view current status of direct assessment payments/defaults, please go to the Special Tax Levied/Paid Report at the following website below:

<http://auditor.lacounty.gov>

1. Click **Property Tax** (near top of page).
2. Go to **Property Tax Report Central** (left side of page).
3. Select **Direct Assessment Payment Listing**. A new page will open.
4. On the new page, choose **Search Secured Master or Secured Defaulted**.
5. Select **Current or Prior Fiscal Year**.
6. Select the Paid Run Collection (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> Run). **This is a cumulative report.**
7. Type **DA account number** with any leading zeros but with no decimal point.
8. Click **Submit**.
9. When search is complete, click **Download**.
10. Choose **Open or Save**.
11. Open file.

FIG. 6.2 - SPECIAL TAX LEVIED/PAID REPORT – 1<sup>ST</sup> PAID

AUDITOR DAPYMT		SPECIAL TAX LEVIED/PAID BY ACCOUNT NUMBER 2010-2011 1ST PAID				PREPARED 02/14/2011	PAGE
AGENCY 35071	PARCEL	TAX LEVIED	TAX PAID	PARCEL	TAX LEVIED	TAX PAID	
8291042022		10.00	5.00	8291042023	10.00	5.00	
8291043001		10.00	5.00	8291043002	10.00	.00	
8291043003		10.00	5.00	8291043004	10.00	5.00	
8291043005		10.00	5.00	8291043006	10.00	5.00	
8291043007		10.00	5.00	8291043008	10.00	10.00	
8291043009		10.00	5.00	8291043010	10.00	10.00	
8291043011		10.00	10.00	8291043012	10.00	5.00	
8291043013		10.00	5.00	8291043014	10.00	5.00	
8291043015		10.00	5.00	9010100001	571.70	285.85	
9014800001	13,014.30		6,507.15	9014900001	2,051.30	1,025.65	
9020100001	461.50		230.75	9027900001	309.90	154.95	
9080400003	11,622.00		5,811.10	9084300003	13,038.30	6,519.15	
9110012143	10.00		5.00	9227400001	27.50	13.75	
9253200001	40.00		20.00	9260600001	40.10	20.05	
9272000001	30.40		30.40	9274800001	50.00	25.00	
9775700001	20.00		10.00				
				AGENCY TOTAL	3,273,070.13	1,793,774.58	
				AGENCY PARCEL COUNT	308,279		

FIG. 6.3 - SPECIAL DEFAULTED TAX LEVIED/PAID REPORT – 1<sup>ST</sup> QTR REDEMPTION

PAGE 45063		SPECIAL DEFAULTED TAX LEVIED/PAID BY ACCOUNT NUMBER 2010-2011 1ST QUARTER REDEMPTION				RUN DATE: 11/15/2010 PRGM ID: DA100000			
AGENCY 35071	PARCEL NO	ROLLYR	SEQNO	TAX DUE	TAX PAID	SECPDUE	SECPPD	REDPDUE	REDPENPD
8291016016	2009	000	000	.01	.00	.00	.00	.00	.00
8291017012	2009	000	000	5.00	5.00	1.50	.50	.08	.08
8291020014	2009	000	000	10.00	.00	1.00	.00	.00	.00
8291022006	2006	000	000	4.99	4.99	.50	.50	1.49	1.49
8291022010	2007	000	000	10.00	9.78	1.00	1.00	1.20	1.20
8291026019	2009	000	000	4.99	.00	.50	.00	.33	.33
8291026028	2009	000	000	4.99	4.99	.50	.50	.33	.33
8291026036	2008	000	000	10.00	.00	1.00	.00	.00	.00
8291028008	2009	000	000	10.00	.00	1.00	.00	.00	.00
8291028012	2009	000	000	4.99	.00	.50	.00	.00	.00
8291028019	2009	000	000	4.50	4.50	.45	.45	.13	.13
8291031019	2009	000	000	10.00	10.00	1.00	1.00	.00	.00
8291032008	2009	000	000	4.99	.00	.50	.00	.00	.00
8291038004	2003	000	000	10.00	5.88	1.00	1.00	10.51	10.51
8291038004	2007	000	000	10.00	.00	1.00	.99	6.85	6.85
8291038004	2005	000	000	10.00	.00	1.01	1.01	5.14	5.14
8291038004	2006	000	000	10.00	.00	.99	.99	3.27	3.27
8291043002	2009	000	000	10.00	.00	1.00	.00	.00	.00
8291043002	2007	000	000	10.00	.00	.99	.99	.00	.00
8291043015	2009	000	000	4.99	.39	.50	.50	.23	.23
9084300818	2003	000	000	209.72	.00	20.98	.00	.00	.00
9084301048	2000	000	000	382.43	307.10	.00	.00	.00	.00
9084303507	1997	000	000	1.89	.00	.19	.00	.00	.00
9084307294	1997	000	000	15.78	.00	1.58	.00	.00	.00
9084307349	1997	000	000	80.28	79.86	.00	.00	.00	.00
9084307947	1997	000	000	2.27	.00	.23	.00	.00	.00
*TOTAL AGENCY NO 35071				303,831.58	79,666.12	29,750.88	11,216.49	25,441.50	22,110.85

**6.0 APPENDICES****6.5****APPENDIX V**

For detailed information and/or to purchase Assessor's Data such as Local Roll, Tax Parcel Base Map, etc. please go to the website (under Data for Sale) at <http://assessor.lacounty.gov> or contact the following:

**Los Angeles County Assessor**  
Information Technology Division  
Property Data Sales  
500 West Temple Street, Room #291  
Los Angeles, CA 90012-2770

**Phone #:** (213) 974-3363 or (213) 974-2537  
**Days:** Monday through Friday (except Holidays)  
**Hours:** 7:30 a.m. to 5:00 p.m. PST  
**E-mail:** [datasales@assessor.lacounty.gov](mailto:datasales@assessor.lacounty.gov)

## 7.0 FORMS

7.1

**COUNTY OF LOS ANGELES  
AUDITOR-CONTROLLER, TAX DIVISION  
DIRECT ASSESSMENT (DA) WEB ACCESS  
USER IDENTIFICATION FORM**

**1. USER REQUEST INDICATOR:**

<input type="checkbox"/> <b>NEW USER</b> (1)	<b>ACCOUNT MODIFICATION(S)</b> (2)		<input type="checkbox"/> <b>CANCELLATION</b> (3)
	<input type="checkbox"/> <b>ADD</b>	<input type="checkbox"/> <b>DEACTIVATE</b>	
Complete parts 2 thru 4	Add Acct(s) - Complete parts 2 thru 4 Deactivate Acct(s) - Complete parts 2, 3A and 4		Complete parts 2 thru 4

**2. USER INFORMATION:**

_____	_____
<b>FIRST NAME</b>	<b>LAST NAME</b>
_____	_____
<b>USER NAME</b> (4) <small>(25 CHARACTERS OR LESS – MAY BE ALPHA AND/OR NUMERIC)</small>	<b>E-MAIL ADDRESS</b>

**3. DA AGENCY INFORMATION (5):**

\_\_\_\_\_

**CITY NAME**

<b>A. Agency #</b>	<b>B. Agency Description</b>	<b>C. Bill Description</b> <small>(16 CHARACTERS OR LESS)</small>

**4. USER REQUEST AUTHORIZATION:**

**Director of Finance/Manager Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Director of Finance/Manager:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

(PRINT NAME)

**NOTE:**

- (1) **'NEW USER'** – for brand new user who has never had DAWeb access. Also, you will be able to choose a password the first time you log onto the DAWeb.
- (2) **'MODIFICATIONS'** – for users who already have DAWeb access and would like to either add or de-activate their DA account(s).
- (3) **'CANCELLATION'** – for users who would like to completely cancel their DAWeb access.
- (4) You will only need one User Name for all accounts. If your agency has more than one user, please submit an additional form for each user.
- (5) If you have more than one account, please list them all in numerical order and use the additional attached form as necessary.



## 7.0 FORMS

7.2

**LOS ANGELES COUNTY AUDITOR-CONTROLLER  
TAX DIVISION  
SCHEDULE OF TRAINING DAYS AND SESSIONS FOR DAWEB**

SESSION #	DATE	SESSION TIME	LOCATION
1	07/09/13	2:00 - 4:00 pm	Hall of Administration, Rm. #140
2	07/10/13	9:00 - 11:00 am	Hall of Administration, Rm. #140

**Location Address:**

Hall of Administration  
500 West Temple Street, Room #140  
Los Angeles, CA 90012

ATTENDEE'S NAME	USERNAME	AGENCY ACCOUNT #	SESSION #	
			1st Choice	2nd Choice
			#	#
John Doe	Jdoe1	111.11	1	2
Jane Doe	Jdoe2	222.22	2	1

**SAMPLE**

Please fill out and submit the **Training Schedule Form** immediately to Maria (Estela) Noel by e-mail at [mnoel@auditor.lacounty.gov](mailto:mnoel@auditor.lacounty.gov) or by fax at (213) 617-0592.



**COUNTY OF LOS ANGELES**  
**JOHN NOGUEZ, ASSESSOR**  
 500 WEST TEMPLE STREET, Room 291  
 LOS ANGELES, CALIFORNIA 90012-2770  
 assessor.lacounty.gov  
 (213) 974-3363



**DATA SALES ORDER FORM AND AGREEMENT**

**NOTICE:** *SIGNIFICANT CHANGES HAVE BEEN MADE TO THIS ORDER FORM AND AGREEMENT. UPON ACCEPTANCE BY THE OFFICE OF THE ASSESSOR THIS ORDER CONSTITUTES A BINDING AGREEMENT BETWEEN THE PURCHASER AND THE COUNTY OF LOS ANGELES, OFFICE OF THE ASSESSOR, FOR THE SALE OF THE WITHIN DESCRIBED PERSONAL PROPERTY OF THE COUNTY. BEFORE SUBMITTING YOUR ORDER, PLEASE READ THE ENTIRE DOCUMENT. YOUR SIGNATURE SIGNIFIES THAT YOU UNDERSTAND AND ACCEPT ALL OF THE TERMS:*

**PURCHASER INFORMATION:**

Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_

**SHIP TO:** *Complete below if different from above.*

Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_

MEDIUM	ITEM NAME	FORMAT (MS Access, ASCII Text, etc.)	COPIES REQUIRED

**DELIVERY INSTRUCTIONS:** Pick-up \_\_\_\_\_ U.S. Mail \_\_\_\_\_ Other \_\_\_\_\_

*\*Please note that if you'd like the shipment to be via Fed-Ex or UPS or DHL, you need to provide your account number, so that we can charge it to your account. Do not add any shipping cost to your order if you will be using your own account number.*

PURCHASED MATERIALS WILL BE USED AS FOLLOWS:

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(All uses must be listed.)

**AGREEMENT/ACKNOWLEDGEMENT OF ASSESSOR RECORDS RESTRICTIONS**

I/we, the Purchaser, acknowledge, understand, and agree to the following terms and conditions:

1. Authorizing Legislation: The County of Los Angeles ("County") Office of the Assessor ("Assessor") property records are being provided under this Agreement pursuant to various provisions of the California Public Records Act and the Revenue and Taxation Code, including but not limited to Government Code Sections 6253, 6254.21, 6254.24 and Revenue and Taxation Code Sections 408, 408.1, 408.2, 408.3, 451, 481, 601 and 602.
2. General Conditions: The Purchaser shall at all times observe and comply with all applicable laws, ordinances, regulations, and orders of public agencies that relate to the Agreement or any agreement entered hereunder, including but not limited to California Government Code Sections 6254.21 and 6254.24. The Purchaser more specifically understands that Government Code Section 6254.21 requires that no person, business, or association shall publicly post or publicly display on the Internet the home address or telephone number of any elected or appointed official if that official has made a written demand of that person, business, or association to not disclose his or her name, address, or telephone number. The person, business, or association that receives the written demand of an elected or appointed official shall remove the official's home address or telephone number from public display on the Internet within 48 hours of delivery of the written demand, and shall continue to ensure that this information is not reposted on the same Internet Web site, subsidiary site, or any other Internet Web site maintained by the recipient of the written demand. Purchaser acknowledges that they will be provided a complete copy of Government Code Sections 6254.21 and 6254.24 as Exhibit A of this Agreement. It is Purchaser's responsibility to ensure that they remain apprised of any changes in these sections as well as any other laws concerning the protection of privacy of individuals and the dissemination of public information.
3. Duplication and Resale of Assessor Property Records: The Assessor property records provided to the Purchaser are for the exclusive use of the Purchaser only. The Purchaser is prohibited from distributing the Assessor property records in the same or similar format and quantity in which the Assessor provided them to the Purchaser. The Purchaser is prohibited from relinquishing possession of the Assessor's property records received from the Assessor to any other person or persons, or legal entity, nor may the Purchaser, or its agent or employees, rent, lease, sublease, loan, copy, or otherwise distribute the Assessor property records or allow others to use the Assessor property records in the format in which they were provided by the Assessor.
4. Disclaimers: Pursuant to Revenue and Taxation Code Section 408.3, information concerning property characteristics is maintained solely for assessment purposes and is not continuously updated. Moreover, the Assessor may show a tentative assessed value for the roll being prepared which is subject to change prior to actual delivery of the roll and no reliance on it shall be made. Therefore, neither the County nor the Assessor makes representation nor grants any implied or express warranty that the information provided under this Agreement is accurate or complete or without errors or omissions. In accordance with Revenue and Taxation Code Section 408.3 subdivision d, neither the County nor the Assessor shall be liable to the Purchaser for any damages incurred directly or indirectly from errors, omissions, or discrepancies in the information provided. Neither the County nor the Assessor or its officers assume any liability for damages incurred directly or indirectly from errors, omissions, or discrepancies in such information, or from the dissemination of the public documents provided in general. The Purchaser, therefore, agrees to forego the pursuit of any and all available legal and equitable remedies arising from any damages incurred due to using the information provided by the Assessor.
5. Indemnification: The Purchaser shall indemnify and hold harmless the County and the Assessor, and its officers and employees, from any and all loss, cost, damage, expense or liability that may arise directly or indirectly as a result of any and all claims, losses, damages and/or injuries arising out of this Agreement, including, but not limited to, those alleged to have occurred as a result of: (1) the conduct of the Purchaser, the Purchaser's agents, employees, officers, contractors, subcontractors, bailees, subscribers or customers or any of them, whether on behalf of the Purchaser or on behalf of the Assessor; and/or (2) the release, dissemination, publication, broadcast, distribution, or other use of data or information that is the subject of this Agreement.

6. Payment: Payment of the standard charges, as determined by reference to the Assessor's Property Data Sales Price List, is to be made by the Purchaser upon picking up the product or prior to obtaining the product (if it is to be sent by mail, e-mail, or FTP), or within 30 days of billing (if a trust account has been set up with our office). The exact price of the materials ordered may not be determined until the order is finalized as the price is determined by the amount of media and data required, and as such, the price is subject to change based on the final data produced. Purchaser agrees to pay the price based on the final data produced in the order. Prices for customized orders will be reviewed on a case by case basis. If the Assessor is able to provide the customized records, the costs of producing the records may include, but are not limited to, compilation, extraction, and programming costs. Once the product has been delivered, no refunds will be made unless the order has been incorrectly processed.

I, \_\_\_\_\_, hereby declare that I have read and understand this order and agreement, and that I am duly authorized to place this order on behalf of the agency, firm or individual identified above as "Purchaser", and to bind Purchaser to the above terms and conditions. I further agree to abide by provisions 1 through 6 as set forth above in the "Agreement/Acknowledgement of Assessor Records Restrictions"

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title or Position

**SPECIAL INSTRUCTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please make the check or money order payable to **Los Angeles County Assessor** and send it along with the original Order Form to:

**LOS ANGELES COUNTY ASSESSOR  
500 W. TEMPLE STREET, ROOM 291  
LOS ANGELES, CA 90012  
Attn: Property Data Sales**

FAX NO.: (213) 633-1923

Mailing lists/labels are exempt from sales tax. An 8.75% state sales tax will be applied to all other orders purchased at our office or shipped within Los Angeles County (with the exception of those cities which have a higher rate). California orders outside L.A. County will have a 7.25% tax rate applied. No tax applied on orders sent via e-mail or FTP, or out-of-state orders. Sales tax also applies to shipping/handling charge.

Sales tax also applies to shipping/handling charge.

*Files are also available via e-mail, except for Local Roll (entire L.A. County), SBF Abstract (entire L.A. County), and GIS parcel boundary shapefile map.*

**Mail orders generally require a \$2 charge for postage and handling.**

If you have any questions, feel free to call our office at (213) 974-3363.

Or you may come in person to our office with the payment.

**EXHIBIT A****Cal Gov Code § 6254.21 (2010)****§ 6254.21. Posting home address or phone number of official on Internet without permission; Violation; Relief; Definitions**

(a) No state or local agency shall post the home address or telephone number of any elected or appointed official on the Internet without first obtaining the written permission of that individual.

(b) No person shall knowingly post the home address or telephone number of any elected or appointed official, or of the official's residing spouse or child, on the Internet knowing that person is an elected or appointed official and intending to cause imminent great bodily harm that is likely to occur or threatening to cause imminent great bodily harm to that individual. A violation of this subdivision is a misdemeanor. A violation of this subdivision that leads to the bodily injury of the official, or his or her residing spouse or child, is a misdemeanor or a felony.

**(c) (1)**

(A) No person, business, or association shall publicly post or publicly display on the Internet the home address or telephone number of any elected or appointed official if that official has made a written demand of that person, business, or association to not disclose his or her home address or telephone number.

(B) A written demand made under this paragraph by a state constitutional officer, a mayor, or a Member of the Legislature, a city council, or a board of supervisors shall include a statement describing a threat or fear for the safety of that official or of any person residing at the official's home address.

(C) A written demand made under this paragraph by an elected official shall be effective for four years, regardless of whether or not the official's term has expired prior to the end of the four-year period.

**(D)**

(i) A person, business, or association that receives the written demand of an elected or appointed official pursuant to this paragraph shall remove the official's home address or telephone number from public display on the Internet within 48 hours of delivery of the written demand, and shall continue to ensure that this information is not reposted on the same Internet Web site, subsidiary site, or any other Internet Web site maintained by the recipient of the written demand.

(ii) After receiving the elected or appointed official's written demand, the person, business, or association shall not transfer the appointed or elected official's home address or telephone number to any other person, business, or association through any other medium.

(iii) Clause (ii) shall not be deemed to prohibit a telephone corporation, as defined in Section 234 of the Public Utilities Code, or its affiliate, from transferring the elected or appointed official's home address or telephone number to any person, business, or association, if the transfer is authorized by federal or state law, regulation, order, or tariff, or necessary in the event of an emergency, or to collect a debt owed by the elected or appointed official to the telephone corporation or its affiliate.

(E) For purposes of this paragraph, "publicly post" or "publicly display" means to intentionally

communicate or otherwise make available to the general public.

**(2)** An official whose home address or telephone number is made public as a result of a violation of paragraph (1) may bring an action seeking injunctive or declarative relief in any court of competent jurisdiction. If a court finds that a violation has occurred, it may grant injunctive or declarative relief and shall award the official court costs and reasonable attorney's fees. A fine not exceeding one thousand dollars (\$1,000) may be imposed for a violation of the court's order for an injunction or declarative relief obtained pursuant to this paragraph.

**(3)** An elected or appointed official may designate in writing the official's employer, a related governmental entity, or any voluntary professional association of similar officials to act, on behalf of that official, as that official's agent with regard to making a written demand pursuant to this section. A written demand made by an agent pursuant to this paragraph shall include a statement describing a threat or fear for the safety of that official or of any person residing at the official's home address.

**(d)**

**(1)** No person, business, or association shall solicit, sell, or trade on the Internet the home address or telephone number of an elected or appointed official with the intent to cause imminent great bodily harm to the official or to any person residing at the official's home address.

**(2)** Notwithstanding any other law, an official whose home address or telephone number is solicited, sold, or traded in violation of paragraph (1) may bring an action in any court of competent jurisdiction. If a jury or court finds that a violation has occurred, it shall award damages to that official in an amount up to a maximum of three times the actual damages but in no case less than four thousand dollars (\$4,000).

**(e)** An interactive computer service or access software provider, as defined in Section 230(f) of Title 47 of the United States Code, shall not be liable under this section unless the service or provider intends to abet or cause imminent great bodily harm that is likely to occur or threatens to cause imminent great bodily harm to an elected or appointed official.

**(f)** For purposes of this section, "elected or appointed official" includes, but is not limited to, all of the following:

- |  |  |
|--|--|
| <b>(1)</b> State constitutional officers     | <b>(9)</b> Appointees of the Legislature   |
| <b>(2)</b> Members of the Legislature        | <b>(10)</b> Mayors   |
| <b>(3)</b> Judges and court commissioners    | <b>(11)</b> City attorneys   |
| <b>(4)</b> District attorneys                | <b>(12)</b> Police chiefs and sheriffs   |
| <b>(5)</b> Public defenders<br>6254.24       | <b>(13)</b> A public safety official, as defined in Section                          |
| <b>(6)</b> Members of a city council         | <b>(14)</b> State administrative law judges  |
| <b>(7)</b> Members of a board of supervisors | <b>(15)</b> Federal judges and federal defenders                                     |
| <b>(8)</b> Appointees of the Governor        | <b>(16)</b> Members of the United States Congress and<br>appointees of the President |

**(g)** Nothing in this section is intended to preclude punishment instead under Sections 69, 76, or 422 of the Penal Code, or any other provision of law.

**Cal Gov Code § 6254.24 (2010)****§ 6254.24. "Public Safety Official" defined**

As used in this chapter, "public safety official" means the following:

- (a) An active or retired peace officer as defined in Sections 830 and 830.1 of the Penal Code.
- (b) An active or retired public officer or other person listed in Sections 1808.2 and 1808.6 of the Vehicle Code.
- (c) An "elected or appointed official" as defined in subdivision (f) of Section **6254.21**.
- (d) An attorney employed by the Department of Justice, the State Public Defender, or a county office of the district attorney or public defender, the United States Attorney, or the Federal Public Defender.
- (e) A city attorney and an attorney who represent cities in criminal matters.
- (f) A specified employee of the Department of Corrections and Rehabilitation who supervises inmates or is required to have a prisoner in his or her care or custody.
- (g) A sworn or nonsworn employee who supervises inmates in a city police department, a county sheriff's office, the Department of the California Highway Patrol, federal, state, or a local detention facility, and a local juvenile hall, camp, ranch, or home, and a probation officer as defined in Section 830.5 of the Penal Code.
- (h) A federal prosecutor, a federal criminal investigator, and a National Park Service Ranger working in California.
- (i) The surviving spouse or child of a peace officer defined in Section 830 of the Penal Code, if the peace officer died in the line of duty.
- (j) State and federal judges and court commissioners.
- (k) An employee of the Attorney General, a district attorney, or a public defender who submits verification from the Attorney General, district attorney, or public defender that the employee represents the Attorney General, district attorney, or public defender in matters that routinely place that employee in personal contact with persons under investigation for, charged with, or convicted of committing criminal acts.
- (l) A nonsworn employee of the Department of Justice or a police department or sheriff's office that, in the course of his or her employment, is responsible for collecting, documenting, and preserving physical evidence at crime scenes, testifying in court as an expert witness, and other technical duties, and a nonsworn employee that, in the course of his or her employment, performs a variety of standardized and advanced laboratory procedures in the examination of physical crime evidence, determines their results, and provides expert testimony in court.

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INITIALS

(Note: Must be submitted on agency letterhead.)

**DA Account #:**

## AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

This agreement is made and entered into between the *Los Angeles County Auditor-Controller* and – **(Name of your Agency)**—to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to – **(Name of your Agency)**--.

### I. PROPERTY TAX SERVICES

Los Angeles County will place direct assessments on the Secured Tax Roll and distribute collections to – **(Name of your Agency)**—at the same time and in the same manner as Los Angeles County property taxes are collected and distributed. –**(Name of your Agency)**—will adhere to the policies and procedures established by the Los Angeles County Auditor-Controller as outlined in the Direct Assessment Submission Procedure Manual.

#### Fee for Billing Services

For billing of direct assessments, the Los Angeles County Auditor-Controller shall collect the following charge:

DA Original Submission	-	\$0.25 per assessment per parcel
------------------------	---	----------------------------------

For correction of direct assessments requested by – **(Name of your Agency)**—after extension of the tax roll, the Los Angeles County Auditor-Controller will collect \$13.00 per correction.

The Los Angeles County Auditor-Controller will charge an additional fee for extended services provided to – **(Name of your Agency)**—that are outlined in the Auditor-Controller Direct Assessment Submission Procedure Manual.

### II. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing charges are collected once a year, on the December 20<sup>th</sup> advance distribution. Any additional charges are deducted on the next available distribution of monies.

Agreement for Billing of Direct Assessments  
Page 2

### III. ACCOUNTING SERVICES

The Los Angeles County Auditor-Controller has available a report of direct assessments levied for the tax year by parcel and will be provided to ~~-(Name of your Agency)-~~. Accounting Services beyond this will be considered extended services and will be subject to additional charges and fees.

### IV. MODIFICATION OF COLLECTION FEES AND CHARGES

The Los Angeles County Auditor-Controller reserves the right to increase or decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to ~~-(Name of your Agency)-~~.

### V. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

The authority for such levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. ~~-(Name of your Agency)-~~ warrants that the taxes, fees, or assessments imposed by ~~-(Name of your Agency)-~~ and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).

~~-(Name of your Agency)-~~ hereby releases and forever discharges Los Angeles County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of ~~-(Name of your Agency)-~~ responsibility under this agreement or other action taken by ~~-(Name of your Agency)-~~ in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

~~-(Name of your Agency)-~~ agrees to and shall defend, indemnify and hold harmless Los Angeles County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of any of ~~-(Name of your Agency)-~~ responsibility under this agreement, or other action taken by ~~-(Name of your Agency)-~~ in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

**VI. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW (cont.)**

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, – **(Name of your Agency)** -- agrees that Los Angeles County may offset the amount of any judgment paid by Los Angeles County or by any indemnified party from any monies collected by Los Angeles County on – **(Name of your Agency)** -- behalf, including property taxes, special taxes, fees, or assessments. Los Angeles County may, but is not required to, notify – **(Name of your Agency)** -- of its intent to implement any offset authorized by this paragraph.

**VII. TERMS OF AGREEMENT**

All existing agreements between Los Angeles County Auditor-Controller and – **(Name of your Agency)**—pertaining to the collection of direct assessments shall be terminated upon the execution of this agreement. This agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice to the other party of cancellation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**DIRECTOR OF FINANCE/MANAGER**

Authorized Name: \_\_\_\_\_  
**(PRINT)**

**For Auditor-Controller Use Only**

Approved Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**SECTION MANAGER**

Approved Name: \_\_\_\_\_  
**(PRINT)**

(Note: Must be submitted on agency letterhead.)

County of Los Angeles  
Auditor-Controller, Tax Division  
500 W. Temple Street, Room 153  
Los Angeles, CA 90012  
C/O Aquilla Ivery-Simmons

**AGENCY INFORMATION SHEET**

(Print Account Number and 16 Character Bill Description)

Please be advised that for fiscal year 2013-2014 (Place initials next to the correct response(s)):

- \_\_\_\_\_ 1. We will **not** submit Direct Assessment Input for the above referenced account. **(STOP here, initial and go to the last line and provide authorized signature).**
- \_\_\_\_\_ 2. We will submit Direct Assessment Input for the above referenced direct assessment account on or before **August 8<sup>th</sup>**.
- \_\_\_\_\_ 3. **DIRECT ASSESSMENT SUBMISSION REQUIREMENTS**
  - A. **Agreement for Billing Direct Assessments**
    - Signed agreement attached
  - B. **Written Authority to Levy Assessments** (i.e. resolution, ordinance, certified election results)
    - Written authority attached
    - Ongoing authority/Resolution (expiration date \_\_\_\_\_)
- \_\_\_\_\_ 4. We have received, read and understood the 2013 Direct Assessment Submission Procedure Manual; and
- \_\_\_\_\_ 5. We have chosen Option 1  or Option 2  for the Direct Assessment Processing Undergoing Parcel Changes **(see page 13 of DA Manual).**

The following are the Agency contacts for taxpayer inquiries and processing questions regarding direct assessment charges for the above referenced account number:

**Contact Name:** \_\_\_\_\_ **Phone No. To Be Listed On Tax Bill:** \_\_\_\_\_

**Consultant/Levying Agency:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**Consultant/Levying Agency E-mail Address:** \_\_\_\_\_

The Auditor-Controller will forward all direct assessment correspondence to the attention of the Director of Finance/Manager. Signature indicates that all above information is correct.

**Director of Finance/Manager:** \_\_\_\_\_  
(PRINT NAME)

**Director of Finance/Manager Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

DATE:

TO: Department of Auditor-Controller  
Property Tax Division  
Direct Assessment Unit  
ATTN: Aquilla Ivery-Simmons

FILE TYPE: Direct Assessment File

AGENCY ACCOUNT NUMBER:

BILL DESCRIPTION: COUNTY LIBRARY

TOTAL ASSESSMENT AMOUNT: \$

TOTAL PARCEL COUNT:

This is to certify that the Total Assessment Amount and Total Parcel Count for our Agency Account Number listed above is correct and that we are authorized to add this Direct Assessment amount onto the Fiscal Year 2013-2014 Secured Tax Roll (STR).

Authorized By:

\_\_\_\_\_  
Signature Date Signed

Name and Title:

\_\_\_\_\_  
CHIEF DEPUTY

If there are any problems relating to the data provided, please call:

Name and Title:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

If there are any exceptions to the input, please call or fax:

Contact Name:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
PRELIMINARY SPECIAL TAX SUMMARY DATA REPORT  
FISCAL YEAR 2013-14**

	FY 2012-13 Final Total		FY 2013-14 Preliminary Total		Increase/(Decrease)	
	Special Tax Rate: \$28.61		Special Tax Rate: \$28.61		Special Tax Rate Change: \$0	
City	Parcels	Anticipated Tax Revenues	Parcels	Anticipated Tax Revenues	Expected Parcel Change	Expected Tax Revenue Change
Cudahy	1,730	\$ 49,495.30	1,730	\$ 49,495.30	0	\$ -
Culver City	13,275	379,797.75	13,275	379,797.75	0	-
Duarte	5,946	170,115.06	5,946	170,115.06	0	-
El Monte	17,346	496,269.06	17,346	496,269.06	0	-
La Cañada Flintridge	7,527	215,347.47	7,527	215,347.47	0	-
Lakewood	23,958	685,438.38	23,958	685,438.38	0	-
Lomita	5,007	143,250.27	5,007	143,250.27	0	-
Lynwood	10,119	289,504.59	10,119	289,504.59	0	-
Maywood	3,265	93,411.65	3,265	93,411.65	0	-
West Hollywood	9,561	273,540.21	9,561	273,540.21	0	-
<b>Subtotal:</b>	<b>97,734</b>	<b>\$ 2,796,169.74</b>	<b>97,734</b>	<b>\$ 2,796,169.74</b>	<b>0</b>	<b>\$ -</b>
Unincorporated Areas	308,672	8,831,105.92	305,387	8,737,122.07	(3,285)	(93,983.85)
<b>Total:</b>	<b>406,406</b>	<b>\$ 11,627,275.66</b>	<b>403,121</b>	<b>\$ 11,533,291.81</b>	<b>(3,285)</b>	<b>\$ (93,983.85)</b>

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
FINAL SPECIAL TAX SUMMARY DATA REPORT  
FISCAL YEAR 2013-14**

	FY 2013-14 Preliminary Total		FY 2013-14 Final Total		Increase/(Decrease)	
	Special Tax Rate: \$28.61		Special Tax Rate: \$29.18		Special Tax Rate Change: \$.57	
City	Parcels	Anticipated Tax Revenues	Parcels	Anticipated Tax Revenues	Expected Parcel Change	Expected Tax Revenue Change
Cudahy	1,730	\$ 49,495.30	1,732	\$ 50,539.76	2	\$ 1,044.46
Culver City	13,275	379,797.75	13,271	387,247.78	(4)	\$ 7,450.03
Duarte	5,946	170,115.06	5,945	173,475.10	(1)	\$ 3,360.04
El Monte	17,346	496,269.06	17,350	506,273.00	4	\$ 10,003.94
La Cañada Flintridge	7,527	215,347.47	7,527	219,637.86	0	\$ 4,290.39
Lakewood	23,958	685,438.38	23,964	699,269.52	6	\$ 13,831.14
Lomita	5,007	143,250.27	5,007	146,104.26	0	\$ 2,853.99
Lynwood	10,119	289,504.59	10,088	294,367.84	(31)	\$ 4,863.25
Maywood	3,265	93,411.65	3,266	95,301.88	1	\$ 1,890.23
West Hollywood	9,561	273,540.21	9,560	278,960.80	(1)	\$ 5,420.59
<b>Subtotal:</b>	<b>97,734</b>	<b>\$ 2,796,169.74</b>	<b>97,710</b>	<b>\$ 2,851,177.80</b>	<b>(24)</b>	<b>\$ 55,008.06</b>
Unincorporated Areas	305,387	8,737,122.07	302,807	8,835,908.26	(2,580)	98,786.19
<b>Total:</b>	<b>403,121</b>	<b>\$ 11,533,291.81</b>	<b>400,517</b>	<b>\$ 11,687,086.06</b>	<b>(2,628)</b>	<b>\$ 208,802.31</b>

## Summary of Unincorporated Parcels by Parcel Map Book

Map Book Page	Parcels	Special Tax Revenues
2006	490	\$13,744.50
2007	409	\$11,472.45
2017	157	\$4,403.85
2031	304	\$8,527.20
2032	5	\$140.25
2049	492	\$13,800.60
2052	121	\$3,394.05
2055	1	\$28.05
2063	566	\$15,876.30
2064	13	\$364.65
2173	151	\$4,235.55
2424	4	\$112.20
2526	444	\$12,454.20
2529	4	\$112.20
2551	38	\$1,065.90
2581	156	\$4,375.85
2701	2	\$56.10
2801	1	\$28.05
2802	7	\$196.35
2810	2,158	\$60,531.90
2812	3,498	\$98,118.90
2813	397	\$11,135.85
2816	28	\$785.40
2818	429	\$12,033.45
2840	61	\$1,711.05
2841	1,729	\$48,498.45
2844	611	\$17,138.55
<b>TOTALS:</b>	<b>12,276.00</b>	<b>\$344,341.85</b>

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
PARCEL RECOMMENDATION REPORT  
FISCAL YEAR 2013-14**

<b>PARCEL NUMBER</b>	<b>LSA NUMBER</b>	<b>RECOMMENDED LIBRARY SERVICE AREA</b>
XX-XXX-XX	01	<b>A C Bilbrew</b> Unincorporated
XX-XXX-XX	44	<b>Agoura Hills</b> Unincorporated
XX-XXX-XX	02	<b>Alondra</b> Unincorporated
XX-XXX-XX	03	<b>Angelo M. Iacoponi</b> City of Lakewood
XX-XXX-XX	04	<b>Antelope Valley Bookmobile</b> Unincorporated
XX-XXX-XX	05	<b>Anthony Quinn</b> Unincorporated
<b>Multiple Page</b>		<b>Document</b>
XX-XXX-XX	86	<b>Wiseburn</b> Unincorporated
XX-XXX-XX	87	<b>Woodcrest</b> Unincorporated

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
LIBRARY SERVICE AREA REPORT  
FISCAL YEAR 2013-14**

<b>LIBRARY SERVICE AREA</b>	<b>PARCEL COUNT</b>	<b>TAX LEVY <sub>1</sub></b>	<b>ALLOCATION % <sub>2</sub></b>	<b>BUDGET <sub>3</sub></b>
Parcel Type		(\$29.18/Parcel)		
<b>A C Bilbrew</b> Unincorporated	5,222	\$152,377.96	1.13%	\$142,000
<b>Agoura Hills</b> Unincorporated	582	\$16,982.76	0.13%	\$16,000
<b>Alondra</b> Unincorporated	167	\$4,873.06	0.04%	\$4,000
<b>Angelo M. Iacoboni</b> City of Lakewood	16,508	\$481,703.44	3.58%	\$456,000
Unincorporated	544	\$15,873.92	0.12%	\$15,000
	17,052	\$497,577.36	3.70%	\$471,000
<b>Antelope Valley Bookmobile</b> Unincorporated	21,714	\$633,614.52	4.71%	\$589,000
<b>Anthony Quinn</b> Unincorporated	2,618	\$76,393.24	0.57%	\$71,000
<b>Wiseburn</b> Unincorporated	2,804	\$81,820.72	0.61%	\$76,000
<b>Woodcrest</b> Unincorporated	7,052	\$205,777.36	1.53%	\$191,000
<b>Total</b>	<b>400,517 <sup>4</sup></b>	<b>\$11,687,086.06</b>	<b>100.00%</b>	<b>\$14,000,000</b>

Multiple Page Document

**NOTE:**

- 1 Tax Levy = Parcel Count multiplied by Special Tax Rate, per Special Tax Rate and Taxable Properties (Attachment II)
- 2 Allocation % = Parcel Count divided by Parcel Count Total (See Note 4)
- 3 Budget = Allocation % multiplied by Special Tax Budget, Special Tax Rate and Taxable Properties (Attachment II)
- 4 Parcel Count Total

### County of Los Angeles Public Library - Special Tax

**Harris & Associates**

FY 2013-14    FY 2009-10    FY 2005-06  
 FY 2012-13    FY 2008-09    FY 2004-05  
 FY 2011-12    FY 2007-08    FY 2003-04  
 FY 2010-11    FY 2006-07    FY 2002-03

Enter:  
APN     
Street     
Owner  

Staff Comments

Land Value	\$232866	Dwell Units	0
Total Value	\$232866	Landuse	EXE
Total Tax	\$0.00	Acreage	2.4700

**List By:**  
Parcel No.  
Street Name  
Owner Name

Parcel No.	2006-001-003	
Owner Name	CHATSWORTH LAKE COMMUNITY CHURCH	
Site Address	00000	
	000000000	
Mail Address	23449 LAKE MANOR DR	
	CHATSWORTH CA	913110000

Tax Rate Area	01512
Use Code	010V
Memorandum	EXE - per Lalib98 Staff comment

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
SPECIAL TAX ADMINISTRATION SERVICES  
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

<b>SECTION</b>	<b>SPECIFIC PERFORMANCE REFERENCE/REQUIRED SERVICE</b>	<b>STANDARD OF PERFORMANCE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>Contract: Section 4.0</b>	Term of Contract	Contractor must comply with the requirements specified in the Section	Receipt of document	\$100 per occurrence
<b>Contract: Section 5.0</b>	Contract Sum	Contractor must comply with the requirements specified in the Section	Receipt of document	\$100 per occurrence
<b>Contract: Section 7.0</b>	Administration of Contract - Contractor	Contractor must comply with the requirements specified in the Section	Receipt of document and Inspection & Observation	\$100 per occurrence
<b>Contract: Section 8.0</b>	Standard Terms and Conditions	Contractor must comply with the requirements specified in the Section	Receipt of document and Inspection & Observation	\$200 per occurrence
<b>Contract: Section 9.0</b>	Unique Terms and Conditions	Contractor must comply with the requirements specified in the Section	Receipt of document and Inspection & Observation	\$200 per occurrence
<b>SOW: Section 4.0</b>	Meetings	Contractor must comply with the requirements specified in the Section	Observation	\$100 per occurrence
<b>SOW: Section 5.0</b>	Contract Discrepancy	Contractor must comply with the requirements specified in the Section	Receipt of document	\$100 per occurrence
<b>SOW: Section 7.0</b>	Contractor Responsibilities	Contractor must comply with the requirements specified in the Section	Receipt of document and Inspection & Observation	\$200 per occurrence
<b>SOW: Section 8.0</b>	Specific Work Requirements	Contractor must comply with the requirements specified in the Section	Receipt of document and Inspection & Observation	\$200 per occurrence
<b>SOW: Section 10.0</b>	Unanticipated Work	Contractor must comply with the requirements specified in the Section	Observation	\$200 per occurrence

**Note:** This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

# **EXHIBIT B**

## **PRICING SCHEDULE**

## PRICING SCHEDULE

The following tables list the Contractor's fees as stated in the Statement of Work.

<b>SECTION 8.0</b>	<b>FEE</b>
Specific Work Requirements - Annual	\$21,500

<b>SECTION 9.0</b>	<b>FEE</b>
Special Tax Program Audit	\$16,500

In accordance with Section 10.0, Unanticipated Work, additional services will be charged based on the following rates:

<b>POSITION</b>	<b>HOURLY RATE (where applicable)</b>
Project Director	\$250
Project Manager	\$200
Deputy Project Manger	\$165
Senior Project Analyst	\$100-\$135
Project Analyst	\$70-\$95
Clerical Staff	\$65

# **EXHIBIT C**

## **CONTRACTOR'S PROPOSED SCHEDULE**

### CONTRACTOR'S PROPOSED SCHEDULE

HONORABLE BOARD OF SUPERVISORS  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for Special Tax Administration Services for the County of Los Angeles Public Library (Public Library) as identified in Exhibit A, Statement of Work.

Work shall be completed in the period prescribed and in the manner set forth in said specifications and compensation shall be based upon the submitted proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library services on 15 days notice.

#### STANDARD SERVICE PROPOSALS

#### ANNUAL FEE FOR THE CONTRACT YEAR

\$41,500.00 per year

Forty-One Thousand Five Hundred and Zero Cents  
(write out in full)

Respectfully submitted,

Harris & Associates

Date: 2/19/2014

Firm or Corporate Name

(Note: List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof on a separate sheet of paper.)

By: 

Los Angeles, California

Address: 22 Executive Park, Suite 200, Irvine, CA 92614

Phone: ( 949 ) 655-3900 x2334

**EXHIBIT D**

**CONTRACTOR'S EEO CERTIFICATION**

## CONTRACTOR'S EEO CERTIFICATION

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 Contractor Name
 

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 Address
 

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 Internal Revenue Service Employer Identification Number
 

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### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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 and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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 Authorized Official's Printed Name and Title
 

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 Authorized Official's Signature
 

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 Date
 

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# **EXHIBIT E**

## **COUNTY'S ADMINISTRATION**

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT PROJECT DIRECTOR:**

Name: Yolanda De Ramus  
Title: Chief Deputy  
Address: 7400 East Imperial Highway, Downey, CA 90242  
Telephone: (562) 940-8412 Facsimile: (562) 803-3032  
E-Mail Address: yderamus@library.lacounty.gov

**COUNTY CONTRACT PROJECT MANAGER:**

Name: Elsa Munoz  
Title: Head, Support Services  
Address: 7400 East Imperial Highway, Downey, CA 90242  
Telephone: (562) 940-8450 Facsimile: (562) 803-0330  
E-Mail Address: emunoz@library.lacounty.gov

**COUNTY CONTRACT PROJECT COORDINATOR:**

Name: Gilbert Garcia  
Title: Contract Coordinator  
Address: 7400 East Imperial Highway, Downey, CA 90242  
Telephone: (562) 940-8478 Facsimile: (562) 803-0016  
E-Mail Address: ggarcia@library.lacounty.gov

**COUNTY CONTRACT PROJECT MONITOR:**

Name: Maria Vadai  
Title: Contract Analyst  
Address: 7400 East Imperial Highway, Downey, CA 90242  
Telephone: (562) 940-8423 Facsimile: (562) 803-0016  
E-Mail Address: mvadai@library.lacounty.gov

# **EXHIBIT F**

## **CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Harris & Associates**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**Name: Carol HillTitle: Sr. Project AnalystAddress: 22 Executive Park, Suite 200  
Irvine, CA 92614Telephone: 949-655-3900 x2354Facsimile: 949-655-3995E-Mail Address: chill@harris-assoc.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: K. Dennis KlingelhoferTitle: Vice PresidentAddress: 22 Executive Park, Suite 200  
Irvine, CA 92614Telephone: 949-655-3900 x2326Facsimile: 949-655-3995E-Mail Address: kklingelhofer@harris-assoc.comName: Dennis AndersonTitle: Director, Financial Engineering PracticeAddress: 22 Executive Park, Suite 200  
Irvine, CA 92614Telephone: 949-655-3900 x2334Facsimile: 949-655-3995E-Mail Address: danderson@harris-assoc.com**Notices to Contractor shall be sent to the following:**Name: Dennis AndersonTitle: Director, Financial Engineering PracticeAddress: 22 Executive Park, Suite 200  
Irvine, CA 92614Telephone: 949-655-3900 x2334Facsimile: 949-655-3995E-Mail Address: danderson@harris-assoc.com

# **EXHIBIT G**

## **CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

# **EXHIBIT H**

## **CONTRACTOR EMPLOYEE JURY SERVICE**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten 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. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# EXHIBIT I

## SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered 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 surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

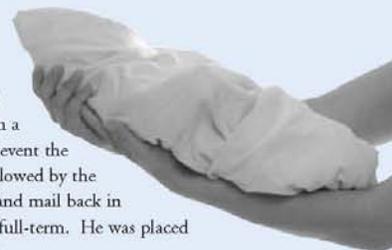
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



# **EXHIBIT J**

## **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

## CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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 of Los Angeles 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, for the following reason:

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*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:

Date: \_\_\_\_\_

## PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

---

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

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Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

---

Address:

---

---

E-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

---

Signature

---

Internal Revenue Service  
Employer Identification Number

---

Title

---

California Business License Number

---

Date

---

County WebVen Number

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors 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 Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

---

Proposer Name

---

Proposer Official Title

---

Official's Signature

Cert. of No Conflict of Interest

## **FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# County of Los Angeles – Community Business Enterprise Program (CBE)

## Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: \_\_\_\_\_

I AM NOT  A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : \_\_\_\_\_

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <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"/> Other (Please Specify)_____						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

*If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Print Authorized Name	Authorized Signature	Title	Date

# PROPOSER'S EEO CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

## GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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 and the State of California.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

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

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

\_\_\_\_\_ YES (subject to verification by County)      \_\_\_\_\_ NO

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

\_\_\_\_\_ YES      \_\_\_\_\_ NO

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

\_\_\_\_\_ YES      \_\_\_\_\_ NO      \_\_\_\_\_ N/A (Program not available)

Proposer Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

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

### **Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception 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 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:

# TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE