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COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

1-D February 21, 2017

LORI GLASGOW
EXECUTIVE OFFICER

February 14, 2017

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

Dear Commissioners:

**CONTRACT WITH ENTERPRISE FLEET MANAGEMENT TO PROVIDE LEASED VEHICLES
WITH A FULL MAINTENANCE SERVICE PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends approval of a six-year contract with Enterprise FM Trust, a Delaware Statutory dba Enterprise Fleet Management, Inc., (Enterprise) to provide 66 new leased vehicles, and to offer thirteen vehicles to the Community Development Commission (Commission) to purchase. The vehicles will be used by Commission and Housing Authority staff.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director to negotiate, execute, and if necessary, terminate a six-year contract with Enterprise using up to \$2,572,300 in Commission and Housing Authority program funds for all six years, to provide leased vehicles, full maintenance service program, and bill-back maintenance services for Commission use, to be effective following approval as to form by the County Counsel and execution by all parties.
2. Authorize the Executive Director or his designee to execute amendments to the six-year contract, following approval as to form by County Counsel, to increase the total amount of compensation by up to ten percent to cover unforeseen costs, to add additional leased vehicles as needed for Commission business, modify the scope of work to address unforeseen issues, or make other non-monetary changes necessary for the administration and implementation of the contract.
3. Find that the approval of the contract is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action is not defined as a project under CEQA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to enter into a contract with Enterprise to provide 66 leased (60-month) vehicles with a full maintenance service program to replace existing leased vehicles. Thirteen existing leased vehicles will be purchased by the Commission and placed on a full maintenance program. These vehicles have low mileage and purchasing them will provide a greater, short and long term benefit.

On March 6, 2012, the Board approved a similar agreement with Enterprise for the lease of vehicles to be used for the Commission and Housing Authority staff. This service has proven successful, and when implemented agency-wide, has significantly reduced fleet costs.

The continued service with Enterprise will replace existing leased vehicles with new models and continue to allow staff to rent additional vehicles from Enterprise daily as needed.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

The current leased vehicles will continue until June 30, 2017, under the existing contract and the new contract will provide new leased vehicles on or shortly after July 1, 2017. The contract requires to be executed promptly to ensure the ordering and delivery of the leased vehicles on or shortly after July 1, 2017. The contract will be funded with a total of up to \$2,572,300 agency program funds over a six-year period. Funding will be included in the Commission and the Housing Authority's Fiscal Year 2017-2018 annual budgets, being presented to the Board in June 2017. Funds for future years will be requested through the Commission and the Housing Authority's annual budget process.

A ten percent contingency, in the amount of \$257,230, is being set aside for unforeseen costs, using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Upon review of the contract, Enterprise notified the Commission that they would not be willing to sign a contract that contained the standard indemnification clause. Since Enterprise is the only responsible vendor available to provide the needed services, the Commission was required to negotiate several of the terms, including the indemnification clause. Commission staff has determined that it is in the agency's best interest to agree to a mutual indemnification clause in the contract, which has been approved by County Counsel, Commission Risk Management staff, and Enterprise. The proposed contract is attached to this letter in substantially final form.

Should Enterprise require additional or replacement personnel during the term of the contract, Enterprise will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualification for the open positions. Enterprise will contact the County's GAIN/GROW Division for a list of participants by job category.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On July 15, 2016, the Commission issued a Request for Proposals (RFP) to solicit proposals to provide fleet management services. The Commission's vendor list was used to e-mail the RFP announcement to 75 prospective vendors. An announcement was also posted on the Commission's and County's WebVen websites.

A Pre-Proposal Conference was held at the Commission Administrative Building, on August 3, 2016. A total of three vendors participated in the Pre-Proposal Conference.

On August 26, 2016, two proposals were received and formally evaluated by a five-member evaluation panel. Enterprise was determined to be the highest ranked and responsible proposer and is being recommended for the contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Enterprise contract will replace current leased vehicles at the end of the lease, purchase current lease vehicles, and continue the vehicle maintenance program at substantially lower annual cost.

Respectfully submitted,



SEAN ROGAN
Executive Director

SR:MF:hb

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Leased Vehicles with Maintenance Service Programs

On July 15, 2016, the following outreach was initiated to identify a contractor for fleet management services to provide leased vehicles with maintenance service programs for the Commission.

A. Advertising

An announcement was also posted on the Commission's and County's WebVen websites for six weeks.

B. Distribution of Request for Proposal (RFP) Packages

The Commission's vendor list was used to email notices to approximately 75 prospective vendors. In addition, approximately 200 RFP Notices were mailed to vendors identified in the County's WebVen database. As a result of the outreach, twenty-five bid packages were downloaded from the Commission's website.

C. Pre-Proposal Conference

On August 3, 2016, a Pre-Proposal Conference was conducted. Three vendors were in attendance.

D. RFP Results

On August 26, 2016, a total of two proposals were received. Both proposals were forwarded to a five-member committee for evaluation. Because the services are federally funded, price preferences were not applied for Local Small Business Enterprise (LSBE) status. The RFP evaluation results were as follows:

<u>Company</u>	<u>Score</u>
Enterprise	942
Elite Auto Network	528

E. Minority/Female Participation – Selected Contractor

<u>Name</u>	<u>Ownership/Certification</u>	<u>Employees</u>
Enterprise	Non-Minority No County certification	Total: 100 35 Minorities 44 Women 35% Minorities 44% Women

F. Minority/Female Participation – Contractors Not Selected

<u>Name</u>	<u>Ownership/Certification</u>	<u>Employees</u>
Elite Auto Network	Minority No County certification	Total: 4 4 Minorities 3 Women 100% Minorities 75% Women

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

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

**CONTRACT
FOR
FLEET MANAGEMENT SERVICES**

This Contract is made and entered into this 21st day of February, 2017, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Enterprise FM Trust, a Delaware Statutory, hereinafter referred to as "Contractor."

RECITAL

WHEREAS, on July 15, 2016, the Commission performed a Request for Proposals for the needed fleet management services;

WHEREAS, on August 26, 2016, the Contractor submitted a proposal to provide fleet management services;

WHEREAS, the Contractor hereby leases to the Commission and the Commission hereby leases from the Contractor the vehicles ("Vehicle(s)") described in Attachment B-1, Fee Schedule, delivered by the Contractor to the Commission;

WHEREAS, the Contractor will on or before July 1, 2017, on the start of the lease, deliver each Vehicle to the Commission, send the Commission a receipt of delivery, of which a sample is included in this Contract in Attachment B-2, Vehicle Schedule hereinafter referred to as "Vehicle Schedule" covering the Vehicle, which will include, among other things, a description of the Vehicle, outlining the final monthly rental and other payments, terms due with respect to the Vehicle in accordance with Attachment B-1, Fee Schedule;

WHEREAS, the Commission agrees to the terms and conditions contained in each Vehicle Schedule will be binding on the Commission unless the Commission objects in writing to such terms and conditions within ten (10) days after the date of delivery of the Vehicle covered by such Vehicle Schedule;

WHEREAS, the Commission agrees that this is a lease only and the Contractor will at all times remain the owner of the Vehicles and the Commission will have no right, title or interest in or to the Vehicles; and

WHEREAS, the Commission and Contractor will treat this Contract as a true lease for federal and applicable state income tax purposes with the Contractor having all benefits of ownership.

NOW, THEREFORE, in consideration of the mutual undertakings, herein, the parties hereto agree to the terms and conditions as follows:

TERMS AND CONDITIONS

1. TERM

This Contract shall commence on February 21, 2017 and shall remain in full force and effect for six (6) years until February 20, 2023 unless sooner terminated as provided herein.

2. DEFINITIONS

The terms and phrases in this paragraph shall have the particular meanings set forth in this Section 2 whenever such terms are used in this Contract.

A. As Is

“As Is” shall mean the condition of the said Vehicles in which the Commission agrees to take the Vehicles.

B. Book Value

“Book Value” shall be the sum of the “Delivered Price” of the Vehicle minus the total Depreciation Reserve paid by the Commission to the Contractor with respect to each Vehicle plus all accrued and unpaid rent and/or other amounts owed by Commission with respect to each Vehicle.

C. Commission

“Commission” shall mean the Community Development Commission of the County of Los Angeles, California.

D. County

“County” shall mean the County of Los Angeles, California.

E. Delivered Price

“Delivered Price” shall mean the price of the said vehicle as delivered to the Commission including all Vehicles and delivery costs, plus all rebates, incentives and discounts that may be involved in the Contract.

F. Depreciation Reserve

“Depreciation Reserve” shall mean the amount of depreciation accumulated over the number of months in service with the Commission.

G. Effective Date

“Effective Date” shall mean the date this Contract has been executed by the both the Commission and the Contractor.

H. Fee Schedule

“Fee Schedule” shall mean the schedule of costs located in Attachment B (Fee Schedule).

I. Rule of 78

“Rule of 78” shall mean the method used to calculate the interest adjustment required to recapture interest owed in the event the Commission elects to early terminate an open-ended contract.

J. Total Loss

“Total Loss” shall mean loss, stolen, destroyed or damaged beyond repair of the said vehicle.

3. CONTRACTOR’S RESPONSIBILITIES

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

4. COMPENSATION

A. The Contractor will submit to the Commission on the 1st day of each month an invoice on a form approved by the Commission for vehicle lease services rendered as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt of the invoice in accordance with Attachment B-1, Fee Schedule, and Attachment B-2, Vehicle Schedule. The total amount of compensation under this Contract for all six (6) years shall not exceed Two Million Five Hundred Seventy-Two Thousand Two Hundred Ninety-Nine Dollars and 59/100 (\$2,572,299.59), which shall include all related expenses.

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

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

i. The Contractor shall have no claim against the Commission 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 Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission’s right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

- ii. 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 Commission at the address herein provided in Section 40, Notices in this Contract.
- iii. If a Vehicle is delivered to the Commission on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, the Commission agrees to pay the Contractor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under this Section.
- iv. In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by the Commission, a Casualty Occurrence or any other reason, the rentals and management fees paid by the Commission will be recalculated in accordance with the Rule of 78's and the adjusted amount will be payable by the Commission to the Contractor on the termination date.
- v. The Commission agrees to pay the Contractor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the wholesale value of such Vehicle as determined by Contractor in good faith. If the Book Value of such Vehicle is less than the wholesale value of such Vehicle as determined by Contractor in good faith Contractor agrees to pay such deficiency to Commission as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Commission to Contractor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Commission with respect to such Vehicle.
- vi. If applicable, any security deposit of Commission will be returned to Commission at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Contractor as a result of Commission's breach of or default under this Contract and/or to any other amounts then owed by Commission to Contractor.
- vii. Any rental payment or other amount owed by Commission to Contractor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Contractor, from the date due until paid in full at a rate per annum

equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

- viii. If Commission fails to pay any amount due under this Contract or to comply with any of the covenants contained in this Contract, Contractor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Contractor in connection therewith will be repayable by Commission to Contractor upon demand together with interest thereon at the Default Rate.

5. SOURCE AND APPROPRIATION OF FUNDS

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

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

Notwithstanding the foregoing, the Commission reserves the right to terminate this Contract as provided herein. In the event of such termination, Contractor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 5. In addition, Contractor reserves the right to be paid for any reasonable damages due to termination for convenience. These reasonable damages will be limited to the losses incurred by Contractor for having to sell the vehicles on the open used car market prior to the end of the scheduled term.

6. TERMINATION FOR IMPROPER CONSIDERATION

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

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to

any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

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

7. ASSIGNMENT BY CONTRACTOR

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

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

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

8. CONFIDENTIALITY OF REPORTS

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

9. SUBCONTRACTING

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

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

10. INSURANCE

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Commission, Housing Authority of the County of Los Angeles ("Housing Authority"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full

coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. The Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: **Enterprise FM Trust, a Delaware Statutory.**

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

When Contractor, or any entity with which the Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

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

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

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

Each Occurrence\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for the Contractor's work on such policy.

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

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

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

The Contractor will require to obtain the same insurance required in this section and adhere to the terms of the Contract.

The Commission agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Contractor, insuring Commission and Contractor against any damage, claim, suit, action or liability:

A. Commercial Automobile Liability, (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law), for the limits listed below. (\$5,000,000 limits are required for Vehicles capable of transporting more than 8 passengers):

State of Vehicle Registration: California
Coverage: \$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

B. Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

The Commission is self-insured for these limits. If the requirements of any governmental or regulatory agency exceed the minimums stated in this Contract, Commission must obtain and maintain the higher limits. If the Commission is not self-insured for any portion of the insurance requirements:

The Commission agrees that each required policy of insurance will by appropriate endorsement or otherwise name the Contractor as an additional insured and as a loss payee, as its interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to the Contractor or its assigns at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of the Commission or any other person shall affect the right of the Contractor to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of the Commission and the Contractor notwithstanding any other coverage carried by the Commission or the Contractor protecting against similar risks. Original certificates evidencing such coverage and naming the Contractor as an additional insured and loss payee, shall be furnished to the Contractor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by the Contractor from time to time. In the event of default, the Commission hereby appoints the Contractor as the Commission's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if the Commission accessories or components added to a covered Vehicle by the Commission without the prior written consent of the Contractor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, the Contractor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this the Contract; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, the Contractor agrees that it will, at its expense, obtain for and on behalf of the Commission (either by adding the Commission as an additional insured under a commercial automobile liability insurance policy insuring the Contractor, obtaining insurance on behalf of the Commission or otherwise) the minimum commercial automobile liability insurance required under this Section for the Vehicle(s) covered by such Schedule. The Contractor may at any time during the applicable Term terminate said obligation to provide physical damage management and/or commercial automobile liability enrollment and cancel such physical damage management and/or commercial automobile liability enrollment upon giving The Commission ten (10) days written notice. Upon such cancellation, insurance in the minimum amounts as set forth in this Section shall be obtained and maintained by the Commission at the Commission's expense. An adjustment will be made in monthly rental charges payable by the Commission to reflect such insurance change and the Commission agrees to furnish the Contractor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, the Contractor may change the rates charged by the

Contractor under this Section for physical damage management and/or commercial automobile liability enrollment upon giving Commission thirty (30) days prior written notice.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, including, but not limited to, damages, demands, claims, actions, fees, costs, and expenses (excluding attorney and expert witness fees) caused by the Contractor's negligent acts and/or omissions arising from or relating to this Contract, except to the extent caused by the negligence or willful misconduct of the Commission.

The Commission agrees to indemnify, defend and hold harmless the Contractor from and against any and all liabilities, including, but not limited to, damages, demands, claims, actions, fees, costs, and expenses (excluding attorney and expert witness fees) caused by the Commission's negligent acts and/or omissions arising from and/or relating to this Contract, except to the extent caused by the negligence or willful misconduct of the Contractor. The provisions of this Section 11 shall survive any expiration or termination of this Contract.

12. COMMISSION'S QUALITY ASSURANCE PLAN

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

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

13. TERMINATION FOR CONVENIENCE

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

termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

In the event of such termination, Contractor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 4. In addition, Contractor reserves the right to be paid for any reasonable damages due to termination for convenience. These reasonable damages will be limited to the losses incurred by Contractor for having to sell the vehicles on the open used car market prior to the end of the scheduled term.

14. TERMINATION FOR CAUSE

Subject to Section 4, a Scheduled Vehicle within the boundaries of this Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily), provided Contractor shall have the right to cure upon reasonable notice from the Commission, with no penalties incurred by the Commission upon the occurrence of any of the following events in A, B, C or D:

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

Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

The following shall constitute events of default ("Events of Default") by the Commission under this Contract: (a) if the Commission fails to pay when due any rent or other amount due under this Contract; (b) if the Commission fails to perform, keep or observe any other term, provision or covenant contained in this Contract; (c) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by the Contractor); (d) the occurrence of a material adverse change in the financial condition or business of the Commission or any guarantor.

- E. Upon the occurrence of any Event of Default, the Contractor, with prior thirty (30) day notice to the Commission, and an opportunity to cure such breach, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) the Contractor may demand and receive immediate possession of any or all of the Vehicles from the Commission, without releasing the Commission from its obligations under this the Contract; if the Commission fails to surrender possession of the Vehicles to the Contractor on default (or termination or expiration of the Term), Contractor and its agents and independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Contractor may enforce performance by Commission of its obligations under this Contract; (c) Contractor may recover damages and expenses sustained by Contractor by reason of Commission's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Contractor in attempting or effecting enforcement of its rights under this Contract (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Commission, Contractor may terminate Commission's rights under this Contract; (e) with respect to each Vehicle, Contractor may recover from Commission all amounts owed by Contractor under Section 4 of this Contract (and, if Contractor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 4 shall be deemed to be \$0.00 and (f) Contractor may exercise any other right or remedy which may be available to Contractor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Contract shall occur only upon written notice by Contractor to Commission. Any termination shall not affect Commission's obligation to pay all amounts due for periods prior to the effective date of such termination or Commission's obligation to pay any indemnities under this Contract. All remedies of Contractor under this Contract or at law or in equity are cumulative.

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

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

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

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

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

17. POST MOST WANTED DELINQUENT PARENTS LIST

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

18. INDEPENDENT CONTRACTOR

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

19. EMPLOYEES OF CONTRACTOR

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

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

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

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

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

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

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

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

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

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

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

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

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

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

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

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

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

available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

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

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

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

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

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

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

A. 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 Opportunities 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.

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

28. FEDERAL LOBBYIST REQUIREMENTS

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

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

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

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness,

capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.

- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a 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 Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of

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

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

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

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

32. COMPLIANCE WITH JURY SERVICE PROGRAM

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

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

- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or 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 Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which

are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

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

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

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

36. INTERPRETATION

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

37. WAIVER

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

38. PATENT RIGHTS

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

39. COPYRIGHT

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

40. NOTICES

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

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

The Commission:

Matthew Fortini, Director
Community Development Commission of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801

The Contractor:

Cameron Yenokida, Regional Sales Manager
Enterprise FM Trust, a Delaware Statutory
1515 W. 190th Street, Ste. 500
Gardena, CA 90248

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

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

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

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. THIS SECTION INTENTIONALLY LEFT BLANK.

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

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default

under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

47. THIS SECTION INTENTIONALLY LEFT BLANK.

48. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

49. THIS SECTION INTENTIONALLY LEFT BLANK.

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

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

51. TIME OFF FOR VOTING

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

52. 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.

53. SELECTION OF VEHICLES AND DISCLAIMER OR WARRANTIES

The Commission acceptance of delivery and use of each vehicle will conclusively establish that such vehicle is of a size, design, capacity, type and manufacture selected by the Commission and that such vehicle is in good condition and repair and is satisfactory in all respects and is suitable for the Commission's purpose. The Commission acknowledges that the Contractor is not a manufacturer of or a dealer in any Vehicle or an agent of a manufacturer of or a dealer in any Vehicle.

The Contractor makes no representation or warranty of any kind, express or implied, with respect to any vehicle, including, without limitation, any representation or warranty as to condition, merchantability or fitness for any particular purpose, it being agreed that all such risks are to be borne by the Commission. The Vehicles are leased "as is," "with all faults." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by the Contractor to the Commission for the applicable Term and the Commission's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle. No defect, unfitness or lack of governmental approval in, of or with respect to a Vehicle regardless of the cause or consequence will relieve the Commission from the performance of its obligations under this Contract, including the payment of rent.

The Contractor will not be liable to the Commission for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, the Contractor will have no liability to the Commission under this Contract or under any order authorization form executed by the Commission if Contractor is unable to locate or purchase a Vehicle ordered by the Commission or for any delay in delivery of any Vehicle ordered by the Commission.

54. RISK OF LOSS

The Commission assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). No Casualty Occurrence to any Vehicle will relieve the Commission from its obligation to pay rent or to perform any of its other obligations under this Contract. In the event of a Casualty Occurrence, the Commission shall give Contractor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by the Contractor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), the Commission agrees to pay the Contractor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under this Section with respect to such

Totaled Vehicle. Upon such payment, this Contract will terminate with respect to such Totaled Vehicle.

55. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS

The Commission agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. The Contractor will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. The Commission agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by the Contractor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. The Commission hereby agrees to promptly deliver to the Contractor such financial statements and other financial information regarding the Commission as the Contractor may from time to time reasonably request.

56. ENTIRE CONTRACT

This Contract, together with Attachments A through D, constitutes the entire understanding and Contract of the parties. Only an instrument in writing executed by both parties may make any modification or amendment of this Contract. The Contractor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Contract and no waiver whatsoever shall be valid unless in writing and signed by the Contractor and then only to the extent therein set forth. A waiver by the Contractor of any right or remedy under this Contract on any one occasion shall not be construed as a bar to any right or remedy, which the Contractor would otherwise have on any future occasion. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

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SIGNATURES

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

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

ENTERPRISE FM TRUST, A DELAWARE
STATUTORY

By _____
Sean Rogan
Executive Director

By _____
Cameron Yenokida
Regional Sales Manager

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Senior Deputy County Counsel

By _____
Matthew Fortini
Director

ATTACHMENT A

STATEMENT OF WORK

APPENDIX B

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Community Development Commission of the County of Los Angeles (Commission) is the County's community development agency. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

The Commission is seeking a qualified contractor to provide fleet management services.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall provide Automotive Service Excellence (ASE) Certified technicians to perform maintenance service and repairs and program administrators to coordinate and schedule the maintenance and repair services for leased or agency owned vehicles.
- 2.2** The Contractor shall provide a toll-free telephone number for customer support for drivers in the field, 24 hours a day, 7 days a week.
- 2.3** The Contractor shall provide a preventive service/maintenance program that reduces downtime for all vehicles described in Exhibit 1, Sections 1 and 2.
- 2.4** The Contractor shall have the option to subcontract the following services:
 - Auto repairs and maintenance services for all vehicles;
 - Physical damage program for 66 Leased Vehicles and 12 Commission-Owned Vehicles on the full preventative maintenance program;
 - 24/7 roadside assistance and towing services for all vehicles; and
 - Vehicle rental services.

3.0 SPECIFIC WORK REQUIREMENTS

The Contractor shall provide Fleet Management Services that include the following:

3.1 New Leased Vehicles

The Contractor shall provide 66 new leased vehicles as described in Exhibit 1, List of Vehicles, Part 1, with the following criteria, unless otherwise agreed by the Commission in writing:

3.1.1 New Vehicle Lease Agreement

- A sixty (60) month Open-Ended Lease with an unlimited miles allowance (10,000 yearly average) for each vehicle, starting on July 1, 2017 and terminating on June 30, 2022;
- Each vehicle must be delivered on or by July 1, 2017;
- Vehicle depreciated at 1.35% per month;
- End of Term Balance and Estimated Resale Value of vehicles at the end of the 60-month term;
- List all other applicable fees and charges in accordance with the Attachment B, Fee Schedule;
- Logistical transport of any and all vehicles for and prior to delivery; and
- Define reporting capabilities including monthly management reports, comprehensive invoicing, and electronic capabilities.

3.1.2 Full Vehicle Maintenance

3.1.2.1 The Contractor shall provide full vehicle maintenance on all new Leased Vehicles which include oil changes performed every six (6) months or 6,000 miles whichever comes first during the term of this Contract.

3.1.2.2 The Contractor (or subcontracted repair shop and/or car dealership) shall (i) maintain the Leased Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Leased Vehicles.

3.1.2.3 The Contractor shall perform the following services under full vehicle maintenance which includes all factory recommended preventative maintenance services, all incidentals and parts required for preventative maintenance, all unscheduled and common repairs, all mechanical repairs, etc. Services shall include, but not be limited to:

- Rotate tire and wheel balancing
- Replace air filter
- Replace fuel filter

- Replace belts and hoses
- Replace wiper blades
- Check and replace all fluids
- Check and replace belts
- Tune-ups
- Transmission service
- Engine cooling service
- Wheel alignment service
- Differential services
- Air condition service

3.1.2.4 The Contractor shall notify and follow up via email with the vehicle user and the Commission's Fleet Coordinator, to coordinate and schedule all routine maintenance services.

3.1.2.5 The Contractor shall provide a loaner vehicle for the duration of all scheduled and unscheduled maintenance and repairs of Leased Vehicles on as needed basis for an additional cost. The additional cost shall be based on Attachment B, Fee Schedule, Vehicle Rental Rates.

3.1.2.6 The Contractor shall agree that any alterations, additions, replacement parts or improvements to the Leased Vehicles will become and remain the property of Contractor and will be returned with the Leased Vehicles pursuant to this Section.

3.1.2.7 The Contractor shall not make any alterations, additions, replacement parts or improvements to any Leased Vehicle which detracts from its economic value or functional utility without the prior written consent of Commission.

3.1.2.8 The Contractor agrees to reimburse the Commission for all costs and expenses incurred in connection with the maintenance or repair of any Leased Vehicle covered by the Full Maintenance Program if the vehicle is delivered by the Commission to any repair shop or car dealership due to lack of service providers under the approved ASE Certified service and repair facilities with a ten (10) mile radius of the housed vehicle.

3.1.2.9 Upon completion of any maintenance and/or repairs to a vehicle, the Commission will be able to access a list of maintenance and/or repairs performed on Contractor's website to review and download within 2 business days.

3.1.2.10 The Contractor shall provide a list of approved ASE Certified service and repair facilities and locations that shall include, but not be limited to, the following cities:

- Alhambra
- Los Angeles
- Whittier
- West Los Angeles
- Glendale
- Long Beach
- Placentia
- Lancaster
- Palmdale

All service locations shall be available for drivers Monday through Friday, from 8:00 a.m. to 5:00 p.m. The list of approved ASE Certified service and repair facilities and locations shall be updated with new and/or discontinued facilities and provided to the Commission on a quarterly basis.

3.1.3 Physical Damage Program

The Contractor shall subrogate all claims for Leased Vehicles under this program at no additional cost to the Commission. This program shall include a physical damage program with a \$1,000 deductible for Comprehensive and Collision on all Leased Vehicles noted in Exhibit 1, List of Vehicles, Part 1, and must include following:

3.1.3.1 On-Call Service

The Contractor shall arrange towing, repair estimates, pursuing the other insurance company, dealing with being pursued, and arranging for rental vehicles as needed.

3.1.3.2 Accident / Incident Claims for Leased Vehicles

The Contractor will assume any and all details involved in handling the claim and get the vehicle repaired. The Contractor must report the liability claim to the Commission within seven (7) calendar days of the accident/incident with the following information and, if applicable, include copies of all documents as a result of a claim:

- Date of Accident / Incident
- Date of notification receipt
- File/matter closed date
- File / Claim Number

- Copies of accident investigation reports including outcome
- Itemized Statement (invoice) reflecting any repairs required. (Must be itemized)
- Cost for repairs including hourly rates when applicable
- Copies of any police reports
- Confirmation of no damages (when applicable)
- Justification for any charges in excess of \$1,000 when Commission is liable for additional costs (with itemized repair statements)
- Photos of damages

The Contactor must confirm each accident/incident when received by providing the following information in Exhibit 2, Commission Fleet Vehicle Accident / Incident Confirmation Notice.

3.1.4 Discounted Parts and Labor Pricing

The Contractor shall provide the Commission with discounted parts pricing and discounted labor rates for maintenance and repairs to Leased Vehicles during the term of the contract. The Contractor shall have all the discounted parts and labor rate lists available for review by the Commission.

3.1.5 Vehicle Licensing and Registration

The Contractor shall be responsible for licensing and registration of all Leased Vehicles as California “Exempt” vehicles with no additional administrative fees charged to the Commission. The Commission shall be responsible for paying all license and registration fees to register the leased vehicles as California “Exempt” vehicles, and shall reimburse the Contractor for all associated cost with no additional administrative fees charged to the Commission. The Contractor shall register each leased vehicle prior to delivery to the Commission.

3.1.6 Required Vehicles Items

The Contractor shall install the following items to all new Leased Vehicles:

- Commission emblems on the front right and left doors,
- “How Am I Driving” sticker on the right side of the rear bumper,
- “Don’t Abandon Your Baby” sticker on the left side of the rear bumper,
- 1 inch three digit numbers on the right side lower trunk deck and center front top of windshield to identify the vehicle (to be assigned by the Commission), and

- ½ inch three digit numbers on the left corner front of the hood and fuel door.

The Commission shall provide all of the items noted in this subsection.

3.1.7 Options at Completion of Vehicle Lease Term

The Contractor shall provide the Commission with the following options upon completion of the lease vehicle term from this Contract.

- Offer a new leased vehicle and apply any gains to the replacement leased vehicle;
- Extend the term of the leased vehicle on a month to month basis using the same monthly payment;
- Buyout (purchase) the leased vehicle at the negotiated Reduced Book Value, plus tax; or
- Return the leased vehicle and reimburse the Commission with any gains.

The options of this section shall be extended to the leased vehicles included in the previous Fleet Management Contract dated June 13, 2012.

3.1.8 Retrieval of Leased Vehicles

The Contractor shall coordinate the retrieval and disposition of all leased vehicles identified for resale at the termination of lease, including pick-up of the vehicles and handle all paperwork associated with the disposal.

3.2 Commission-Owned Vehicles with a Full Maintenance Program (FMP)

The Contractor shall provide a Full Maintenance Program to 12 Commission-Owned Vehicles as noted in Exhibit 1, List of Vehicles, Part 2, starting on July 1, 2017 and ending on June 30, 2022 with the following criteria, unless otherwise agreed by the Commission in writing:

3.2.1 Full Vehicle Maintenance

3.2.1.1 The Contractor shall provide full vehicle maintenance on all Commission-Owned FMP Vehicles which include oil changes performed every six (6) months or 6,000 miles whichever comes first during the term of this Contract.

3.2.1.2 The Contractor (or subcontracted repair shop and/or car dealership) shall (i) maintain the FMP Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials

required for the proper operation and maintenance of the FMP Vehicles.

3.2.1.3 The Contractor shall perform the following services under full vehicle maintenance which includes all factory recommended preventative maintenance services, all incidentals and parts required for preventative maintenance, all unscheduled and common repairs, all mechanical repairs, etc. Services shall include, but not be limited to:

- Rotate tire and wheel balancing
- Replace air filter
- Replace fuel filter
- Replace belts and hoses
- Replace wiper blades
- Check and replace all fluids
- Check and replace belts
- Tune-ups
- Transmission service
- Engine cooling service
- Wheel alignment service
- Differential services
- Air condition service

3.2.1.4 The Contractor shall notify and follow up via email with the vehicle user and the Commission's Fleet Coordinator, to coordinate and schedule all routine maintenance services.

3.2.1.5 The Contractor shall provide a loaner vehicle for the duration of all scheduled and unscheduled maintenance and repairs of FMP Vehicles on as needed basis for an additional cost. The additional cost shall be based on Attachment B, Fee Schedule, Vehicle Rental Rates

3.2.1.6 The Contractor shall not make any alterations, additions, replacement parts or improvements to any Commission-Owned Vehicle which detracts from its economic value or functional utility without the prior written consent of Commission.

3.2.1.7 The Contractor agrees to reimburse the Commission for all costs and expenses incurred in connection with the maintenance or repair of any FMP Commission-Owned vehicle covered by the Full Maintenance Program if the vehicle is delivered by the Commission to any repair shop

or car dealership due to lack of service providers under the approved ASE Certified service and repair facilities with a ten (10) mile radius of the housed vehicle.

3.2.1.8 Upon completion of any maintenance and/or repairs to a vehicle, the Commission will be able to access a list of maintenance and/or repairs performed on Contractor's website to review and download within 2 business days.

3.2.1.9 The Contractor shall provide a list of approved ASE Certified service and repair facilities and locations that shall include, but not be limited to, the following cities:

- Alhambra
- Los Angeles
- Whittier
- West Los Angeles
- Glendale
- Long Beach
- Placentia
- Lancaster
- Palmdale

All service locations shall be available for drivers Monday through Saturday, from 8:00 a.m. to 5:00 p.m. The list of approved service and repair facilities and locations shall be updated with new and/or discontinued facilities and provided to the Commission on a quarterly basis.

3.2.2 Physical Damage Program

The Contractor shall subrogate all claims for FMP Vehicles under this program at no additional cost to the Commission. This program shall include a physical damage program with a \$1,000 deductible for Comprehensive and Collision on all FMP Vehicles noted in Exhibit 1, List of Vehicles, Section 2 and must include following:

3.2.2.1 One-Call Service

The Contractor shall arrange towing, repair estimates, pursuing the other insurance company, dealing with being pursued, and arranging for rental vehicles as needed.

3.2.2.2 Accident / Incident Claims for FMP Commission-Owned Vehicles

The Contractor will assume any and all details involved in handling the claim and get the vehicle repaired. The Contractor must report the liability claim to the

Commission within seven (7) calendar days of the accident/incident with the following information and, if applicable, include copies of all documents as a result of a claim:

- Date of Accident / Incident
- Date of notification receipt
- File/matter closed date
- File / Claim Number
- Copies of accident investigation reports including outcome
- Itemized Statement (invoice) reflecting any repairs required. (Must be itemized)
- Cost for repairs including hourly rates when applicable
- Copies of any police reports
- Confirmation of no damages (when applicable)
- Justification for any charges in excess of \$1,000 when Commission is liable for additional costs (with itemized repair statements)
- Photos of damages

The Contactor must confirm each accident/incident when received by providing the following information in Exhibit 2, Commission Fleet Vehicle Accident / Incident Confirmation Notice. The Contractor will bill the Commission for any repairs made for direct cost incurred with no additional administrative cost to the Commission for this service.

3.2.3 Discounted Parts and Labor Pricing

The Contractor shall provide the Commission with discounted parts pricing and discounted labor rates for maintenance and repairs to FMP Commission-Owned vehicles during the term of the contract. The Contractor shall have all the discounted parts and labor rate lists available for review by the Commission.

3.3 **Commission-Owned Vehicles with a Maintenance Bill-Back Program (MBP)**

The Contractor shall provide a Maintenance Bill-Back Program to 13 Commission-Owned Vehicles for vehicles noted in Exhibit 1, List of Vehicles, Section 3, starting on July 1, 2017 and ending on June 30, 2022 with the following criteria, unless otherwise agreed by the Commission in writing:

3.3.1 Maintenance and Repair Services

The Contractor shall provide maintenance and repair services as required to maintain the vehicles in good and safe operating condition at an additional cost to the Commission. Services shall include, but not be limited to:

Maintenance Services

- Change engine oil and replace oil filter
- Rotate tire and wheel balancing
- Replace air filter
- Replace fuel filter
- Replace belts and hoses
- Replace wiper blades
- Check and replace all fluids
- Check and replace belts
- Tune-ups
- Transmission service
- Engine cooling service
- Wheel alignment service
- Differential services
- Air condition service

Repair Services

- Fuel,
- Brake services,
- Washing,
- Tire repair and replacement,
- Repair of damage due to lack of maintenance by Commission between scheduled services (including, without limitation, failure to maintain fluid levels), provided Contractor updates timely maintenance reports
- Maintenance or repair of any alterations to a Commission-Owned Vehicle or of any after-market components (this paragraph covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, up fitter or anyone else other than the manufacturer of the Commission-Owned Vehicle,
- Any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Commission-Owned, improper use of the Commission-Owned Vehicle (including, without limitation, driving over curbs, overloading,

acing or other competition) or Commission's failure to maintain the Commission-Owned Vehicle as required by this paragraph,

- Mobile services,
- The cost of loaner or rental vehicles, or
- If the Commission-Owned Vehicle is a truck (A) brake adjustment or replacement or (B) front axle alignment.

All maintenance services must be performed at the direction of the Commission in writing prior to the service. Failure to obtain Commission instruction and approval shall be grounds for non-payment to Contractor for the said service.

Upon completion of any maintenance and/or repairs to a vehicle, the Commission will be able to access a list of maintenance and/or repairs performed on Contractor's website to review and download within 2 business days.

3.3.2 Discounted Parts and Labor Pricing

The Contractor shall provide the Commission with discounted parts pricing and discounted labor rates for maintenance and repairs to MBP Commission-Owned vehicles during the term of the contract. The Contractor shall have all the discounted parts and labor rate lists available for review by the Commission.

3.3.3 List of Approved Dealerships or Repair Shops

The Contractor shall provide a list of approved ASE Certified service and repair dealerships and locations that shall include, but not be limited to, the following cities:

- Alhambra
- Los Angeles
- Whittier
- West Los Angeles
- Glendale
- Long Beach
- Placentia
- Lancaster
- Palmdale

All dealership locations shall be available for drivers Monday through Friday, from 8:00 a.m. to 5:00 p.m. The list of approved ASE Certified service and repair dealerships and locations shall be updated with new and/or discontinued facilities and provided to the Commission on a quarterly basis.

3.4 Other Fleet Management Services

The Contractor shall provide other fleet management services to all Leased Vehicles, FMP and MBP Commission-Owed Vehicles as follows:

3.4.1 24/7 Hour Roadside Assistance Services

The Contractor shall provide roadside assistance 24 hours a day, 7 days a week for all Leased Vehicles, FMP and MBP Commission-Owned Vehicles as noted on Exhibit 1, List of Vehicles, in this Statement of Work, which shall include the following capabilities, but not limited to:

- Towing (maximum wait time of 90 minutes)
- Lockout service
- Tire change services
- Battery assistance
- Fuel delivery (up to five gallons at no additional cost to the Commission)

3.4.2 Vehicle Rental Services

The Contactor (or subcontracted vehicle rental agency) shall provide vehicle rental services with the following criteria:

3.4.2.1 List of locations and discounted rates for rental vehicles.

3.4.2.2 Rental vehicles should include commercial trucks as well as all vehicles types comparable to the Commission leased and owned vehicles to minimize down time during maintenance and repairs.

3.4.2.3 Rental locations must be comparable to the required locations for maintenance and repair services.

3.4.2.4 Commission employees shall not be required to provide a credit card as a condition to rent a vehicle.

3.4.3 Telematics Services

The Contractor can provide a web based solution that provides the Commission with real time visibility into the locations and activities of their mobile resources, which includes following capabilities:

- Exception reporting for more effective fleet and driver management
- Real time GPS locations
- Historical GPS track and trace (up to 90 days back)
- Google® Maps interface (street and satellite views)
- Wireless job dispatching and real-time job status (available with Garmin add-on)

- Geo fencing (notification of when workers enter or exit specific areas)
- Speed tracking with speeding alerts and reports
- Stop time tracking with stop alerts and reports
- Two-way messaging to users and groups (available with Garmin add-on)
- Web-based reports
- Multiple Users capability

3.5 Driver's Citations

The Contractor shall be responsible for payment of vehicle citation (parking, moving, etc.) penalties and associated processing fees of all vehicles under this contract. The Commission shall reimburse the Contractor for all costs with no additional administrative fees charged to the Commission.

3.6 Vehicle Maintenance and Repair History Records

The Contractor shall maintain the maintenance and repair history current for each vehicle managed by the Contractor. All maintenance and repairs performed for each vehicle shall be available within two (2) days of the service when Commission uses Contractor's preferred shops.

4.0 RESPONSIBILITIES

The Commission and the Contractor's responsibilities are as follows:

Commission

4.1 Personnel

The Commission will administer the Contract according to the Contract terms and conditions. Specific duties will include:

- 4.1.1 Monitor the Contractor's performance periodically (quarterly or semi-annual) in accordance with the Contract.
- 4.1.2 Provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Prepare all amendments for changes to the Contract. The Commission will administer the Contract according to the terms and conditions of the contract.
- 4.1.4 Provide e-mail addresses of fleet coordinator and vehicle users for the Commission to the Contractor to coordinate and schedule routine maintenance service.

4.2 Leased Vehicle Registration and Title

4.2.1 The Commission shall be responsible for reimbursing the Contractor for all direct fees associated with license and registration of leased vehicles as California "Exempt" vehicles in accordance with Section 4.5 noted below.

4.2.2 The Commission shall cooperate with the Contractor and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance.

4.3 Other Vehicle Services

The Commission shall be responsible for the cost of performing maintenance and repairs services for other vehicles not noted in this Statement of Work, unless otherwise agreed upon in writing between the Commission and Contractor.

4.4 Authorized Users

4.4.1 The Commission shall allow only duly authorized, licensed and insured drivers to use and operate the Vehicles.

4.4.2 The Commission shall comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation.

4.5 Liens, Fines, Charges, & Encumbrances

4.5.1 The Commission shall keep the Vehicles free of all liens, charges and encumbrances.

4.5.2 The Commission shall pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Contractor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term.

4.5.3 The Commission shall promptly reimburse Contractor if the Contractor incurs any such costs or expenses as described in Section 4.5.2.

4.6 Use of Vehicles

4.6.1 The Commission shall ensure that in no event will any Vehicle be used or operated for transporting hazardous substances or for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations.

4.6.2 The Commission shall ensure that no vehicle is intended to be or will be utilized as a “school bus” as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation.

4.7 Storage of Vehicles

4.7.1 The Commission will not permit any Leased Vehicle to be located in a state other than the state in which such Leased Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

4.7.2 The Commission shall not to remove any Leased Vehicle from the continental United States without first obtaining the Contractor’s written consent.

4.8 Decals, Emblems, Vehicles Numberings, Etc.

The Commission shall have the right to install mandated decals, emblems, vehicle numbering, etc. on any vehicles without prior written consent of the Contractor subsequent to the installation of the items noted in Section 3.1.6 in this Statement of Work.

Contractor

4.9 Program Administrator

4.9.1 The Contractor shall designate a full-time program administrator/designee and/or alternate with three (3) years of experience, within the last five (5) years, providing Fleet Management Services. The Commission must have access to the Program Administrator/designee/alternate during normal business hours. Contractor shall provide a telephone number where the program administrator may be reached during normal business hours.

4.9.2 The program administrator/designee/alternate shall act as the central point of contact for Commission personnel. The program administrator/designee/alternate shall demonstrate having previous experience in managing and providing services to government agencies or companies similar in size and complexity, according to the general and specific requirements in the Statement of Work.

4.9.3 Program administrator/designee/alternate shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the Contract. The Program administrator/designee/alternate must be able to speak fluently, read, write and understand English.

4.10 Personnel

The Contractor shall assign a sufficient number of employees, including ASE Certified technicians to perform maintenance services and repairs and other work on leased vehicles, as required in the contract. **At least one employee on site shall be authorized to act on the Contractor's behalf and must be able to speak fluently, read, write and understand English.**

4.11 Invoicing

The Contractor must provide a consolidated monthly management report consisting of a single invoice for all programs, including lease payments, comprehensive maintenance breakdown, and insurance.

4.12 Meetings

The Contractor must attend periodic (quarterly or semi-annual) review meetings to assess the external environmental conditions and current fleet situation.

5.0 HOURS / DAYS OF WORK

The Commission office hours are from 7:30 a.m. to 5:30 p.m. The Commission offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 THIS SECTION INTENTIONALLY LEFT BLANK.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

8.0 QUALITY ASSURANCE PLAN

The Commission will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary (Exhibit 3)

The Commission shall use a Performance Requirements Summary (PRS) chart, Exhibit 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS 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. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this 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 this Contract, the Commission 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 Commission. 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 penalty fee(s) in the PRS.
- Reduce, suspend or cancel this 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 Commission 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 Commission, shall be credited to the Commission on the Contractor's future invoice.

This section does not preclude the Commission's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

8.2 Periodic Performance Reviews

The Commission will conduct periodic reviews to evaluate the Contractor's performance.

8.3 Contract Deficiency Notice

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

8.4 Commission Observations

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 ADDITION/DELETION OF SERVICES

The Commission reserves the right to add or delete services, including the leasing and/or purchase of new vehicles during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor.

EXHIBIT 1

LIST OF VEHICLES

SECTION I: 66 NEW LEASED VEHICLES SPECIFICATIONS							
Qty.	Year	Vehicle Category¹	Description²	Color	Make	Model³	Series
26	New	Compact Sedan	4-Door Compact Sedan Base Model/AT	White	Nissan	Sentra	SV
5	New	Mini-Van	5dr 8-Passenger Van Base Model/AT	White	Nissan	Quest	SV
9	New	Mid-Size Pickup	4X2 Extend Cab/Long Bed/AT/Crossover Tool Box/Bed Liner	White	Nissan	Frontier	King Cab I-4
7	New	Utility Style Van	Cutaway Van W/Utility Style Rear/AT/ Interior Ladder Rack/Tow Hitch w/Electrical Hookup	White	Chevrolet	Express 3500 Cutaway	Cutaway Van
6	New	Full Size Cargo Van	Cargo Van/General Service Bin Package / Rubber Flooring / Ladder Racks	White	Chevrolet	Express Cargo Van	Cargo Van
5	New	Transit Van	Cargo Van/General Service Bin Package/Rubber Flooring/Ladder Racks	White	Nissan	Cargo Van	NV2000
2	New	Utility Truck	Extend Cab/Utility Box/w Lift Gate/Ladder Rack	White	Chevrolet	Full size Truck	2500 Utility
6	New	SUV	Compact Sport Utility Vehicle/2.5l 4 Cylinder	White	Toyota	RAV4	LE

¹ All vehicles within a specified category must be the same cost.

² All Vehicles shall be equipped with power features including power windows and locks.

³ Any combination of vehicles will be acceptable provided the vehicles meet the required specifications.

**SECTION 2
12 COMMISSION-OWNED VEHICLES SPECIFICATIONS WITH FULL MAINTENANCE PROGRAM (FMP)⁴**

Quantity	Year	Make	Model	Vehicle Identification Number	Assigned No.	Mileage⁵
1	2012	Ford	E350 Crew Cab	1FT8W3A64CEC30606	386	16,154
1	2012	Ford	E250 Cargo Van	1FTNE2EW7CDB08032	387	13,283
1	2012	Chevrolet	Colorado Ext Cab	1GCESBF97C8162179	388	4,220
1	2012	Ford	E150 Cargo Van	1FTNE1EW4CDB08029	390	24,,824
1	2012	Ford	E250 Cargo Van	1FTNE1EW2CDB08031	392	20,134
1	2012	Chevrolet	Colorado Ext Cab	1GCESBF91C8162484	395	18,410
1	2012	Chevrolet	Colorado Ext Cab	1GCESBF95C8161645	396	16,859
1	2012	Chevrolet	Colorado Ext Cab	1GCESBF98C8161865	411	38,,234
1	2012	Chevrolet	Colorado Ext Cab/Shell	1GCESBF97C8161906	439	17,172
1	2012	Chevrolet	Colorado Ext Cab	1GCESBF92C8162090	441	24,742
1	2016	Toyota	Camry	4T1BD1FK4GU182814	447	18,936
1	2016	Toyota	Camry	4T1BD1FK0GU185192	448	10,000

⁴ The FMP Commission-Owned Vehicles shall only include full maintenance, physical damage program, and roadside assistance.

⁵ The mileage on each vehicle are projected through June 30, 2017 and are subject to change due to driving conditions. The Contractor shall be provided with actual mileage for each vehicle prior to July 1, 2017.

**SECTION 3
13 COMMISSION OWNED VEHICLES SPECIFICATIONS WITH MAINTENANCE BILL-BACK PROGRAM (MBP)⁶**

Quantity	Year	Make	Model	Vehicle Identification Number	Assigned No.	Mileage⁷
1	1992	Chevrolet	Stake Bed/Lift Gate	1GBHC34K5NE193526	229	51,822
1	1999	GMC	Cab Over Box/Lift Gate	4KDB4B1R7XJ001314	273	65,975
1	2000	GMC	Cab Over Stake/Lift Gate	4KDB4B1R0YJ802331	291	72,053
1	2002	GMC	Safari Passenger Van	1GKDM19X32B511757	324	48,093
1	2008	Chevrolet	Colorado	1GCCS19EX88216110	368	65,360
1	2010	Toyota	Prius II 1.8L	JTDKN3DU7A1205948	373	63,193
1	2010	Toyota	Prius II 1.8L	JTDKN3DU1A0166795	374	59,379
1	2010	Toyota	Prius II 1.8L	JTDKN3DU1A5159462	375	54,384
1	2010	Toyota	Prius II 1.8L	JTDKN3DU6A5153785	376	58,093
1	2010	Toyota	Prius II 1.8L	JTDKN3DU0A5156522	377	56,801
1	2010	Toyota	Prius II 1.8L	JTDKN3DUXA0170781	378	78,634
1	2010	Chevrolet	Colorado	1GCESBDE8A8142486	381	30,722
1	2013	Mitsubishi	Stake bed	JL6BNG1A8DK000601	449	63,000

⁶ The MBP Commission-Owned Vehicles shall only include maintenance, repairs, and roadside assistance.

⁷ The mileage on each vehicle are projected through June 30, 2017 and are subject to change due to driving conditions. The Contractor shall be provided with actual mileage for each vehicle prior to July 1, 2017.



EXHIBIT 2

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES



FLEET SERVICES DEPARTMENT 700 W. Main Street • Alhambra • CA • 91801

COMMISSION FLEET VEHICLE ACCIDENT / INCIDENT CONFIRMATION NOTICE

The Community Development Commission of the County of Los Angeles (Commission) shall require this form to be completed and returned to the Commission's Fleet Coordinator for each accident or vehicle related incident reported.

ACCIDENT / INCIDENT REQUIRED REPORTING DETAILS

Form fields for accident/incident reporting: Accident/Incident checkboxes, Date/Time of Incident, Date Received Notification, Commission Driver Name, Contact Number, Police report status, Injuries reported, Claim Number, and Total Estimated Cost of Repairs.

The items listed below are required to be submitted with this completed form and/or shall be immediately provided upon receipt. Please check off all items attached to this completed report.

- Checklist of required items: Electronic Photo files of damages to Commission vehicle, Copies of investigation report, Police Accident Report, Itemized Invoice/Statement for vehicle repair, Justification for any additional charges to the Commission in excess of \$1,000.

REQUIRED: AUTHORIZED SIGNATURE:

Table with 4 columns: Printed Name, Title, Signature, Date.

THIS SECTION FOR INTERNAL COMMISSION USE ONLY

The Fleet Coordinator shall confirm receipt of all items listed below and document the date of receipt below. Justification for any item not received or needed shall be indicated under notes.

Form fields for internal use: Leased/Commission-Owned Vehicle checkboxes, Competed Confirmation Notice, Investigation Rpt., Vehicle Repair Estimate(s), Electronic Photos, Justification for charges exceeding \$1,000, Confirmation of File/Matter Closure.

REQUIRED: FLEET COORDINATOR AUTHORIZED SIGNATURE:

Table with 4 columns: Printed Name, Title, Signature, Date.

**EXHIBIT 3
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.0 All Subsections	100 % Completion of Required Services	Acceptance, Observation, and Required Reports	\$100 per occurrence
SOW Section 4.15 Commission required meetings	Contractor attendance at all meetings as requested or required	Observation of Attendance	\$50 per occurrence

ATTACHMENT B

FEE SCHEDULE

ATTACHMENT B-1

FEE SCHEDULE

The Contractor shall provide 66 leased vehicles (Section 1) and maintain 25 existing vehicles (Sections 2 & 3) to the Commission in accordance with the Appendix B, Statement of Work for the vehicles described below. The Contractor shall be paid in accordance with this fee schedule. The Commission shall not be responsible for any fees not noted in this Fee Schedule, unless otherwise approved in writing in advance by the Commission. Failure to obtain written approval from the Commission in advance shall be grounds for no payments. The total amount of compensation under this Contract shall not exceed Two Million Five Hundred Seventy-Two Thousand Two Hundred Ninety-Nine Dollars and 59/100 (\$2,572,299.59), unless otherwise amended by the Contractor and the Commission in writing in advance.

SECTION 1 NEW LEASED VEHICLES (TOTAL: 66 VEHICLES)														
Qty.	Year	Vehicle Category ¹	Description ^{1,2}	Color	Make	Model	Series	1	2	3	4	5	6	7
								Monthly Lease Vehicle Charge ³	Full Maint. Program Fee	24 Hour Roadside Assistance Fee	California Sales Tax ⁴	Physical Damage Program Fee ⁵	Monthly Unit Cost Per Vehicle	Total Monthly Lease Cost ⁶
26	2017	Compact Sedan	4-DR Compact Sedan Base model /AT	White	Nissan	Sentra	SV	\$281.57	\$38.17	\$0.00	\$25.34	\$35.00	\$380.08	\$9,882.08
5	2017	Mini-Vans	5dr 8-Passenger Van Base Model/AT	White	Nissan	Quest	SV	\$456.36	\$39.17	\$0.00	\$41.07	\$35.00	\$571.60	\$2,858.00
9	2017	Mid-Size Pickup	4X2 Extended Cab/Long Bed/AT	White	Nissan	Frontier	S King	\$306.95	\$38.17	\$0.00	\$27.63	\$35.00	\$407.75	\$3,669.75
7	2017	Utility Style Van	Cutaway Van w/Utility Style Rear/AT	White	Chevrolet	3500 Express Cutaway	BC 139 WB SRW	\$425.64	\$47.26	\$0.00	\$38.31	\$35.00	\$546.21	\$3,823.47

¹ The Contractor shall refer to Exhibit 1 in the Statement of Work in Appendix B for further details.

² All Vehicles shall be equipped with power features including power windows and locks.

³ The Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date.

⁴ The State of California sales tax shall be at 9.00%, unless otherwise adjusted by law.

⁵ The Physical Damage Program shall include a \$1,000 deductible for each claim.

⁶ Unit cost x total quantity.

6	2017	Full Size Cargo Vans	Cargo Van	White	Chevrolet	2500 Express Cargo Van	WV RWD	\$404.64	\$39.44	\$0.00	\$36.42	\$35.00	\$515.50	\$3,093.00
5	2017	Transit Van	Cargo Van	White	Nissan	NV200	S	\$312.39	\$37.97	\$0.00	\$28.12	\$35.00	\$413.38	\$2,067.40
2	2017	Utility Truck	Extended Cab	White	Chevrolet	Silverado 2500HD	2500 Utility	\$499.25	\$39.44	\$0.00	\$44.93	\$35.00	\$618.62	\$1,237.24
6	2017	SUV	Compact sport utility vehicle/2.5l 4 cylinder	White	Toyota	RAV4	LE	\$394.12	\$38.17	\$0.00	\$35.47	\$35.00	\$502.76	\$3,016.56
MONTHLY ALL-INCLUSIVE LEASE COST (Total of column 7)													\$29,647.50	
ANNUAL ALL-INCLUSIVE LEASE COST (Monthly all-inclusive lease cost x 12)													\$355,777.00	
60-MONTH ALL-INCLUSIVE LEASE COST (Monthly all-inclusive lease cost x 60)													\$1,778,850.00	

**SECTION 2
MONTHLY MAINTENANCE FEES FOR FULL MAINTENANCE PROGRAM (FMP)⁷
COMMISSION-OWNED VEHICLES
(TOTAL: 12 VEHICLES)**

Qty.	Year	Make	Model	VIN	1	2	3	4
					Full Maintenance Program Fee	24/7 Roadside Assistance Fee	Physical Damage Program Fee	Total Monthly Cost
1	2012	Ford	E350 Crew Cab	1FT8W3A64CEC30606	\$54.33	\$0.00	\$35.00	\$89.33
1	2012	Ford	E250 Cargo Van	1FTNE2EW7CDB08032	\$50.92	\$0.00	\$35.00	\$85.92
1	2012	Chevrolet	Colorado Ext Cab	1GCESBF97C8162179	\$44.53	\$0.00	\$35.00	\$79.53
1	2012	Ford	E150 Cargo Van	1FTNE1EW4CDB08029	\$43.90	\$0.00	\$35.00	\$78.90
1	2012	Ford	E250 Cargo Van	1FTNE1EW2CDB08031	\$43.90	\$0.00	\$35.00	\$78.90
1	2012	Chevrolet	Colorado Ext Cab	1GCESBF91C8162484	\$44.53	\$0.00	\$35.00	\$79.53
1	2012	Chevrolet	Colorado Ext Cab	1GCESBF95C8161645	\$44.53	\$0.00	\$35.00	\$79.53

⁷ The Commission reserves the right to change any vehicle listed in the Full Maintenance Program in Section 2 to the Maintenance Bill-Back in Section 3 Program at any time during the term of the Contract.

1	2012	Chevrolet	Colorado Ext Cab	1GCESBF98C8161865	\$44.53	\$0.00	\$35.00	\$79.53
1	2012	Chevrolet	Colorado Ext Cab/Shell	1GCESBF97C8161906	\$44.53	\$0.00	\$35.00	\$79.53
1	2012	Chevrolet	Colorado Ext Cab	1GCESBF92C8162090	\$44.53	\$0.00	\$35.00	\$79.53
1	2016	Toyota	Camry	4T1BD1FK4GU182814	\$50.63	\$0.00	\$35.00	\$85.63
1	2016	Toyota	Camry	4T1BD1FK0GU185192	\$40.63	\$0.00	\$35.00	\$85.63
MONTHLY ALL-INCLUSIVE FMP COST (Total of column 4)								\$981.49
ANNUAL ALL-INCLUSIVE FMP COST (Monthly all-inclusive cost x 12)								\$11,777.88
60-MONTH ALL-INCLUSIVE FMP COST (Monthly all-inclusive cost x 60)								\$58,889.40

**SECTION 3
MONTHLY MAINTENANCE FEES FOR MAINTENANCE BILL-BACK PROGRAM (MBP)
COMMISSION-OWNED VEHICLES
(TOTAL: 13 VEHICLES)**

Qty.	Year	Make	Model	VIN	1	2	3
					Maintenance Program Fee	24/7 Roadside Assistance Fee	Total Monthly Cost
1	1992	Chevrolet	Stake Bed/Lift Gate	1GBHC34K5NE193526	\$10.00	\$0.00	\$10.00
1	1999	GMC	Cab Over Box/Lift Gate	4KDB4B1R7XJ001314	\$10.00	\$0.00	\$10.00
1	2000	GMC	Cab Over Stake/Lift Gate	4KDB4B1R0YJ802331	\$10.00	\$0.00	\$10.00
1	2002	GMC	Safari Passenger Van	1GKDM19X32B511757	\$10.00	\$0.00	\$10.00
1	2008	Chevrolet	Colorado	1GCCS19EX88216110	\$10.00	\$0.00	\$10.00
1	2010	Toyota	Prius II 1.8L	JTDKN3DU7A1205948	\$10.00	\$0.00	\$10.00
1	2010	Toyota	Prius II 1.8L	JTDKN3DU1A0166795	\$10.00	\$0.00	\$10.00

1	2010	Toyota	Prius II 1.8L	JTDKN3DU1A5159462	\$10.00	\$0.00	\$10.00
1	2010	Toyota	Prius II 1.8L	JTDKN3DU6A5153785	\$10.00	\$0.00	\$10.00
1	2010	Toyota	Prius II 1.8L	JTDKN3DU0A5156522	\$10.00	\$0.00	\$10.00
1	2010	Toyota	Prius II 1.8L	JTDKN3DUXA0170781	\$10.00	\$0.00	\$10.00
1	2010	Chevrolet	Colorado	1GCESBDE8A8142486	\$10.00	\$0.00	\$10.00
1	2013	Mitsubishi	Stake Bed	JL6BNG1A8DK000601	\$10.00	\$0.00	\$10.00
MONTHLY ALL-INCLUSIVE MBP COST (Total of column 3)							\$130.00
ANNUAL ALL-INCLUSIVE MBP COST (Monthly all-inclusive cost x 12)							\$1,560.00
60-MONTH ALL-INCLUSIVE MBP COST (Monthly all-inclusive cost x 60)							\$7,800.00

SECTION 4 REQUIRED ACCESSORIES / PARTS FOR THE 66 NEW LEASED VEHICLES⁸ AND OTHER PURCHASES/FEES							
Item	Number	Vehicle Category⁹/Other	Accessory-Parts Required For Each Vehicle/ Other Description	Unit	Unit Cost	Quantity	One-Time Cost¹⁰
1.	26	Sedans	One Additional Key Set	Each	\$300.00	26	\$7,800.00
2.	5	Mini-Vans	One Additional Key Set	Each	\$300.00	5	\$1,500.00
3.	10	Mid –Size Pickups	Single Lid Crossover Toolbox	Each	\$600.00	10	\$6,000.00
			Bed Liner	Each	\$150.00	10	\$1,500.00
			One Additional Key Set	Each	\$250.00	10	\$2,500.00

⁸ The Contractor shall have the option to use aftermarket accessories and parts if not available by the manufacturer.

⁹ The Contractor shall refer to Exhibit 1 in the Statement of Work in Appendix B for further specifications for the vehicle category.

¹⁰ Unit cost x total quantity, when applicable.

4.	6	Utility Style Vans	Interior Ladder Rack	Each	\$550.00	6	\$3,300.00
			Tow package	Each	\$616.00	6	\$3,696.00
			One Additional Key Set	Each	\$60.00	6	\$360.00
5.	6	Full Size Cargo Vans	General Service Bin Package	Each	\$2,446.54	6	\$14,679.24
			Rubber Floor Mats	Each	\$185.00	6	\$1,110.00
			Interior Ladder Rack	Each	\$1,412.67	6	\$8,476.02
			One Additional Key Set	Each	\$60.00	6	\$360.00
6.	5	Transit Vans	General Service Bin Package	Each	\$2,528.71	5	\$12,643.55
			Rubber Floor Mats	Each	\$185.00	5	\$925.00
			One Additional Key Set	Each	\$175.00	5	\$875.00
7.	2	1 Ton Utility Trucks Extended Cabs	Utility Box Bed	Each	\$4,771.00	2	\$9,542.00
			Lift gate	Each	\$3,230.00	2	\$6,460.00
			Ladder Racks	Each	\$980.00	2	\$1,960.00
			One Additional Key Set	Each	\$60.00	2	\$120.00
8.	6	SUV	One Additional Key Set	Each	\$200.00	6	\$1,200.00
9.	13	Leased Vehicles ¹⁴	Vehicle Buyout ¹¹	All	\$105,453.38	1	\$105,453.38
10.	66	Leased Vehicle	Service Charge Due at Lease Termination	Each	\$400.00	66	\$26,400.00
11	66	Leased Vehicle	Installation of CDC Decals	Each	\$150.00	66	\$9,900.00
TOTAL ACCESSORIES/PARTS AND OTHER PURCHASES/FEEES							\$226,760.19
(The Accessories / Parts and other purchases/fees shall be considered a one-time cost and shall not be included in the monthly all-inclusive lease cost in Section 1)							

¹¹ The leased vehicles to be purchased (vehicle buyout) shall be the twelve (12) vehicles as described in Section 3 of this Fee Schedule B-1 and one (1) 2013 Mitsubishi, Stake Bed.

**SECTION 5
OTHER FLEET MANAGEMENT ASSOCIATED FEES AND CHARGES**

No.	Description	Unit	Unit Cost ¹²
1	Additional Service Charge Due at Lease Termination	Each Vehicle	\$400.00
2	Physical Damage Program Deductible	Each Vehicle	\$1,000.00
3	Over the Mileage Charges ¹³	Each Vehicle	\$.035
4	Citation Processing Fee required by Jurisdiction	Each Citation	\$10.00
5	Additional Installation of CDC Decals	Each Vehicle	\$150.00
6	Additional Plan Delivery Charge	Each Vehicle	\$85.00
7	Additional Courtesy Delivery Fee	Each Vehicle	\$200.00

Note:
The Commission shall not be responsible for any other administrative fee not stated in this section. Should additional administrative fee be required, the Contractor shall obtain written approval prior to incurring the fee. Failure to obtain prior approval should be grounds for no payment.

**SECTION 6
VEHICLE RENTAL RATES**

No.	Vehicle ¹⁴	Daily ¹⁵	Weekly ¹⁴	Monthly ¹⁴
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¹² Other Fleet Management Associated Fees and Charges are incorporated in the Annual Allocation in Section 7, Item 4.

¹³ The "Over the Mileage Charges" shall be based on the Full Maintenance Program Contract Miles per vehicle noted in Attachment B-2, Vehicle Schedule and shall be paid to the Contractor upon termination of vehicle lease.

¹⁴ Insurance costs will be covered by the Commission's insurance policy and should not be included the rental rates.

¹⁵ The rates shall not include gas charges, or any other charges unless required by law. The Contractor shall bill the Commission for actual gas utilized during the rental period.

1	Compact Sedan	\$33.00	\$132.00	\$594.00
2	Intermediate Sedan	\$33.00	\$132.00	\$594.00
3	Standard Sedan	\$35.00	\$140.00	\$630.00
4	12-Passenger Van	\$121.00	\$726.00	\$3,146.00
5	1 Ton Truck	\$70.00	\$280.00	\$1,260.00
6	¾ Ton Cargo Van	80.00	\$400.00	\$1,760.00

Note:
Any vehicle rental rate not stated in this section shall be negotiated and approved by the Contractor and Commission in advance of the service.

**SECTION 7
MONTHLY/ANNUAL/GRAND TOTALS**

Item	Description	Monthly	Annual	60-Month Total
1.	66 Leased Vehicles, including Full Maintenance Service and Physical Damage Programs (Section 1)	\$29,647.50	\$355,770.00	\$1,778,850.00
2.	12 CDC-Owned Vehicles with a Full Maintenance Program (Section 2)	\$981.49	\$11,777.88	\$58,889.40
3	13 CDC-Owned Vehicles with a Maintenance Bill-Back Program (Section 3)	\$130.00	\$1,560.00	\$7,800.00
4.	60-Month Allocation is for maintenance, repairs, replacement parts (brakes, tires, and windshield wipers) not included in the full maintenance program, incidentals, physical damage deductible, other lease and/or purchase of other vehicles, buyouts of leased vehicles, other similar and associated fees (Section 5), and vehicle rental fees (Section 6).			\$500,000.00
5.	Required accessories / parts for the 66 new leased vehicles and other purchases/fees – One Time (Section 4)			\$226,760.19
GRAND TOTAL (Items 1-5)				\$2,572,299.59

ATTACHMENT B-2

VEHICLE SCHEDULE

The Contractor shall deliver the following vehicles in accordance with Attachment A, Statement of Work and the Contractor's Vehicles Schedule for each vehicle.

CAPITALIZED AMOUNTS AT DELIVERY									
QTY	Year	Make	Model	Series	Full Maintenance Contract Miles	Capitalized Price of Vehicle ¹⁶	Other Fees ¹⁷	Total Capitalized Amount ¹⁸	Subtotal
26	2017	Nissan	Sentra	SV	50,000	\$15,765.00	\$285.00	\$16,050.00	\$417,300.00
5	2017	Nissan	Quest	SV	50,000	\$26,767.00	\$285.00	\$27,052.00	\$135,260.00
9	2017	Nissan	Frontier	S King	50,000	\$17,362.45	\$285.00	\$17,647.45	\$158,827.05
7	2017	Chevrolet	3500 Express Cutaway	BC 139 WB SRW	50,000	\$24,082.27	\$285.00	\$24,367.27	\$170,570.89
6	2017	Chevrolet	2500 Express Cargo Van	WV RWD	50,000	\$23,510.95	\$285.00	\$23,795.95	\$142,775.70
5	2017	Nissan	NV200	S	50,000	\$17,705.00	\$285.00	\$17,990.00	\$89,950.00
2	2017	Chevrolet	Silverado 2500HD	2500 Utility	50,000	\$28,582.10	\$285.00	\$28,867.10	\$57,734.20
6	2017	Toyota	RAV4	LE	50,000	\$22,850.00	\$285.00	\$23,135.00	\$138,810.00
TOTAL CAPITALIZED AMOUNTS AT DELIVERY									\$1,311,227.84

¹⁶ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice. The Commission hereby assigns to the Contractor any Manufacturer rebates and/or manufacturer incentives intended for the Commission, which rebates and/or incentives have been used by the Contractor to reduce the capitalized price of the vehicle.

¹⁷ Other fees include Pricing Plan Delivery Charge (Capped at \$85.00 per vehicle) and Courtesy Delivery Fee (Capped at \$200.00 per vehicle).

¹⁸ Total Capitalized Amount (price) at delivery for each vehicle.

ATTACHMENT C

REQUIRED CONTRACT

FORMS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Enterprise Fleet Management, Inc.
Vendor's Name

333 City Blvd West #905, Orange, CA 92868
Address

26-6047810
Internal Revenue Service Employer Identification Number

GENERAL

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

VENDOR'S CERTIFICATION

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

Authorized Official:

Name: Jonni Wood Title: HR Generalist/Mgr

Signature: J Wood Date: 8/8/2016

FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION

Name of Firm: Enterprise Fleet Management, Inc Date: 8/11/16
Address: 333 City Blvd W-Suite 905
State: CA Zip Code: 92868 Phone No. : (657)221-4500

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

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

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

Authorized Official:

Name: Michael Georges Title: Finance Director
Signature: [Signature] Date: 8/11/16

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

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

Company Name: <i>ENTERPRISE FLEET MANAGEMENT, INC</i>			
Company Address: <i>333 City Blvd WEST, Suite 905,</i>			
City: <i>ORANGE</i>	State: <i>CA</i>	Zip Code: <i>92868</i>	
Telephone Number: <i>657-221-4525</i>			
Solicitation For (Type of Goods or Services):			

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

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

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

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

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

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

OR

Part II - Certification of Compliance

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

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

Print Name: <i>Jonni Wood</i>	Title: <i>HR Generalist MGR</i>
Signature: <i>J Wood</i>	Date: <i>8/8/2016</i>

CHARITABLE CONTRIBUTIONS CERTIFICATION

ENTERPRISE FLEET MANAGEMENT, INC.
Company Name

333 City Blvd West, Suite 905, Orange, CA 92868
Address

26-6047810
Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION

YES NO

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

OR

YES NO

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

J. Wood
Signature

8/8/2016
Date

Jenni Wood, HR Generalist / Treasurer
Name and Title (please type or print)

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

Company Name: <u>Enterprise Fleet Management Inc</u>		
Company Address: <u>333 City Blvd West, Suite # 905</u>		
City: <u>Orange</u>	State: <u>CA</u>	Zip Code: <u>92868</u>
Telephone Number: <u>657-221-4527</u>	Email address: <u>E7268D@efleets.com</u>	
Solicitation/Contract For <u>Vehicle Leasing</u> Services:		

The Proposer/Bidder/Contractor certifies that:

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

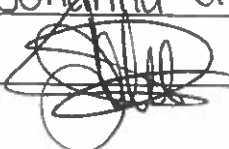
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

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

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
 - Mandated by federal or state law or a condition of federal or state program;
 - The purchase is made through a state or federal contract;
 - The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
 - Sole source provider with exclusive and proprietary rights to services or goods;
 - Emergency services provider for services or goods;
 - Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
 - Required to comply with the laws of the United States or California, which are inconsistent with this program.

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

Print Name: <u>Johanna Cifuentes</u>	Title: <u>EFM Supervisor</u>
Signature: 	Date: <u>8/18/16</u>

ATTACHMENT D

**REQUIRED CONTRACT
NOTICES**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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

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

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

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

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

RESOURCES

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

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

1. LAWS AFFECTING NONPROFITS

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

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

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

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

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)



Notice 1015

(Rev. December 2016)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Safely Surrendered



No shame. No blame. No names.

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

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



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.



BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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

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

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

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

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

RESOURCES

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

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

1. LAWS AFFECTING NONPROFITS

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

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

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

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

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles

Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2014)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

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

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2014)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

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

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?

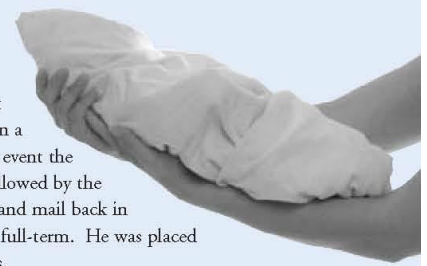
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 ankle 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



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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.

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