County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

A Tradition of Service

August 10, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
#34 AUGUST 10, 2010
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVE AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75852 WITH FULL SPECTRUM ANALYTICS, INCORPORATED TO PROVIDE HEADSPACE GAS CHROMATOGRAPHY AND GAS CHROMATOGRAPHY-MASS SPECTROMETRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking your Board's approval to amend Agreement Number 75852 (Agreement) for Headspace Gas Chromatography (GC) and Gas Chromatography-Mass Spectrometry (GC-MS) Equipment Maintenance and Repair Services with Full Spectrum Analytics, Incorporated (Full Spectrum) to exercise the second option year, modify the equipment list, and increase the Maximum Contract Sum.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the attached Amendment Number One (Amendment) to the Agreement with Full Spectrum to execute the second option year to the current Agreement Term, add and delete equipment in Exhibit D (Equipment List and Price Schedule), and increase the Maximum Contract Sum from $488,430 to an amount not to exceed $507,162. This sum includes an increase from $279,576 to $298,308 for preventive maintenance, $193,854 for time and materials repairs, and $15,000 for the teardown, move, and reconfiguration of GC and/or GC-MS systems.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 29, 2006, the Los Angeles County (County) entered into an Agreement with Full Spectrum to provide GC and GC-MS equipment maintenance and repair services. The first option year of the Agreement currently expires on August 28, 2010, with an additional one-year option, plus

six months, ending February 28, 2012.

The Department's Scientific Services Bureau (SSB) has recently purchased additional GC and GC-MS equipment. The original warranty for this equipment is nearing expiration and the equipment requires the extended maintenance coverage available through this Agreement. The addition of this equipment and replacement of existing equipment with newer models resulted in an increase to the preventive maintenance sum. Therefore, the Department is seeking the Board's approval of the increase to the Maximum Contract Sum.

Implementation of Strategic Plan Goals

The Agreement supports the County's Strategic Plan, Goal 1, Operational Effectiveness. Specifically, the Agreement will allow Full Spectrum to provide continued GC and GC-MS equipment maintenance and repair services.

FISCAL IMPACT/FINANCING

Funding has been identified in the Department's operating budget. Annual allocations will be made to finance the ongoing cost of this maintenance program.

The Maximum Contract Sum, which includes all option periods, shall not exceed $507,162.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

SSB oversees one of the largest full-service crime laboratories in the United States. The GC and GC-MS equipment is used to analyze the elemental components of various types of unknown and known substances (evidence) in order to properly identify them for court proceedings. The systems are used to process over 4,500 samples per month for the Crime Laboratory's Blood Alcohol, Narcotics, and Toxicology Sections.

Since 1989, SSB has been an accredited laboratory through the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB).

This Amendment adds new equipment to be maintained by Full Spectrum in Exhibit D (Equipment List and Price Schedule), increases the preventive maintenance costs from $279,576 to $298,308, and increases the Maximum Contract Sum from $488,430 to $507,162, exercises the second option year, and adds the County's mandated Defaulted Property Tax Reduction Program language to the Agreement.

This Amendment has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure that the Department's GC and GC-MS equipment continue to operate efficiently and effectively through regular maintenance and expeditious repairs.

CONCLUSION

Upon approval and execution of the attached Amendment by your Board, please return an adopted copy of this Board Letter and two originally executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
Sheriff

LDB:LD:ld

Enclosures

COUNTY OF LOS ANGELES

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75852 FOR HEADSPACE GAS CHROMATOGRAPHY AND GAS CHROMATOGRAPHY-MASS SPECTROMETRY EQUIPMENTMAINTENANCE AND REPAIR SERVICES

This Amendment Number One (hereinafter "Amendment") to County Agreement Number 75852 (hereinafter "Agreement") is entered into by and between the County of Los Angeles (hereinafter "County") and Full Spectrum Analytics, Incorporated (hereinafter "Contractor"), effective upon execution by both parties.

A. WHEREAS, on August 29, 2006, County and Contractor entered into the Agreement to provide Headspace Gas Chromatography and Gas Chromatography-Mass Spectrometry Equipment Maintenance and Repair Services; and

B. WHEREAS, the Agreement currently expires on August 28, 2010; and

C. WHEREAS, County and Contractor desire to extend the term of the Agreement; and

D. WHEREAS, for any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of the Agreement or *Exhibit A (Additional Terms and Conditions),* then a negotiated amendment to the Agreement shall be executed by the Board of Supervisors or its designee and Contractor; and

E. WHEREAS, this Agreement has a maximum contract sum of $488,430.48, which must be increased to accommodate the addition of equipment to *Exhibit D (Equipment List and Price Schedule)*; and

F. WHEREAS, County and Contractor agree to add new County mandated provisions and exhibits regarding the County's Defaulted Property Tax Reduction Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

1. The Term of the Agreement shall be extended for an additional period of one (1) year, from August 29, 2010 through and including August 28, 2011.

2. *Paragraph 8.2 (Maximum Contract Sum)* of the Agreement shall be deleted in its entirety and replaced with the following, which shall supersede Change Order Number One dated October 24, 2006:

75852 Supplement No. 1

COUNTY OF LOS ANGELES

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75852 FOR HEADSPACE GAS CHROMATOGRAPHY AND GAS CHROMATOGRAPHY-MASS SPECTROMETRY EQUIPMENTMAINTENANCE AND REPAIR SERVICES

8.2 Maximum Contract Sum

The "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing the Preventive Maintenance and Full-Service Maintenance and Repair programs specified under this Agreement, inclusive of Reimbursable Costs as defined in *Paragraph 8.3*. The Maximum Contract Sum for this Agreement, including applicable Taxes authorized by County hereunder shall in no event, expressly or by implication, exceed $507,162 and shall be allocated as set forth in *Exhibit D (Equipment List and Price Schedule)*. This sum includes $298,308 for preventive maintenance, $193,854 for time and materials repairs, and $15,000 for the teardown, move and reconfiguration (TMR) of GC and/or GC-MS systems. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of the Agreement for providing the Preventive and Full-Service Maintenance and Repair programs defined in *Exhibit B (Statement of Work)*.

3. *Exhibit D (Equipment List and Price Schedule)* shall be deleted in its entirety and replaced with the revised *Exhibit D (Equipment List and Price Schedule)*, attached hereto.

4. *Exhibit G (Defaulted Property Tax Reduction Program)*, attached hereto, is added to the Agreement.

5. *Exhibit H (Contractor's Certification of Compliance with the County's Defaulted Property Tax Reduction Program)*, attached hereto and executed by Contractor, is added to the Agreement.

6. *Exhibit A (Additional Terms and Conditions), Paragraph 56.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program)* and *Paragraph 57.0 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program)*, are added to the Agreement, and shall read as follows:

COUNTY OF LOS ANGELES

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75852 FOR HEADSPACE GAS CHROMATOGRAPHY AND GAS CHROMATOGRAPHY-MASS SPECTROMETRY EQUIPMENTMAINTENANCE AND REPAIR SERVICES

56.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

Unless contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206 as set forth in Exhibit H (Defaulted Property Tax Reduction Program) of this Agreement.

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 56.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.

Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75852 FOR HEADSPACE GAS CHROMATOGRAPHY AND GAS CHROMATOGRAPHY-MASS SPECTROMETRY EQUIPMENTMAINTENANCE AND REPAIR SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number One to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number One, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
Chair, County of Los Angeles

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

FULL SPECTRUM ANALYTICS, INCORPORATED

By: _____

Print Name: JOHN A. MARTIN

Title: VICE PRESIDENT

25852 Supplement No. 1

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

34

AUG 10 2010

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT D

EQUIPMENT LIST AND PRICE SCHEDULE

EXHIBIT D

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
GC and GC-MS MAINTENANCE SERVICES - PROJECT No. 263SH
EQUIPMENT LIST / BID SHEET

PART 1. EQUIPMENT REQUIRING A PREVENTIVE MAINTENANCE SERVICE PROGRAM

SYS #	MAKE / MODEL	S/N	Notes	Year 1 Initial Term ** Price	Year 2 Initial Term Price	Year 3 Initial Term Price	Year 4 Option Term 1 Price	Year 5 Option Term 2 Price	6 mos. Option Term 3 Price
1	HP GC/6890	US00008345	Downey #2 1996	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	HP MS/5973	US71410530							
	HP7683 Autosampler	US717018853							
2	HP GC/6890	US00026266	Downey#3 1999	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	HP MS/5973	US82322162							
	HP 7683 Autosampler	US90704046							
3	Agilent GC/6890	US00035762	Downey #4 2000	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	Agilent MS/5973	US02460295							
	Agilent 7683 Autosampler	US02608520							
4	Agilent GC/6890	US00029162	Downey #6 2000	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	Agilent MS/5973	US02460287							
	Agilent 7683 Autosampler	US02608524							
5	Agilent GC/6890	CN10426065	Downey #7 2004	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	Agilent MS/5973	CN41720773							
	Agilent 7683 Autosampler	CN42529370							
6	Agilent GC/6890	CN10516076	Downey #8 2005	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	Agilent MS/6890N	US52020219							
	Agilent 7683 Autosampler	CN52233305							
7	Agilent GC/6890N	CN10628035	Cen #1 2006	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	Agilent MS/5975	US61633571							
	7683 Autosampler	US62433739							
8	HP GC/6890	US00026167	Cen #2 1999	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	HP MS/5973	US82322131							
	HP 7683 Autosampler	US92507904							
9	Agilent GC/6890N	CN10624066	LAN 2007	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	Agilent MS/5975	US61633534	"PRECIOUS						
	7683 Autosampler	CN62433751							
10	Agilent GC/6890A	US00035435	LAN 2000	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	Agilent MS/5973	US02460293	"WESSON"						
	HP 7683 Autosampler	US02614032							
11	Agilent GC/6890N	CN10628090	WCO #1 2008	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$1,200.00
	Agilent MS/5975	US61633582							
	7683 Autosampler	CN62633978							
				$26,400.00	$26,400.00	$26,400.00	$26,400.00	$26,400.00	$13,200.00

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EQUIPMENT LIST / BID SHEET (cont'd)

PART 1. (PREVENTIVE MTC. SVCS. - continued)

SYS #	MAKE / MODEL	S/N	Notes	Year 1 Initial Term Price	Year 2 Initial Term Price	Year 3 Initial Term Price	Year 4 Option Term 1 Price	Year 5 Option Term 2 Price	6 mos. Option Term 3 Price	
12	HP GC/6890	US00023288	WCO #2 1999	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	1,200.00	
	HP MS/5973	US82311245								
	HP 7683 Autosampler	US84002556								
13	HP GC/6890	US00010561	TOX #3 1997	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	1,200.00	
	HP MS/5973	US72810776								
	HP 7683 Autosampler	US74203776								
14	Agilent GC/68890N	CN10522036	Tox #5 2005	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	1,200.00	
	Agilent MS/5973	US44621462								
	7683 Autosampler	CN52233303								
15	Agilent GC/6890N	CN10517060	Tox #6 2005	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	1,200.00	
	Agilent MS/5973	US52020214								
	7683 Autosampler	CN52233297								
16	Agilent GC/6890N	CN10626045	Tox #7 2006	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	1,200.00	
	Agilent MS/5975	US61643349								
	7683 Autosampler	CN62433742								
17	Agilent GC 6890	CN10721015	Dow #9 2007		Warranty	$2,400.00	$2,400.00	$2,400.00	1,200.00	NEW
	Agilent MS 5975	US71236106								SYSTEMS
	7683 Autosampler	CN71943875								
18	Agilent GC 6890	CN10721020	Dow #10 2007		Warranty	$2,400.00	$2,400.00	$2,400.00	1,200.00	
	Agilent MS 5975	US71236178								
	7683 Autosampler	CN72043991								
19	Agilent GC 6890	CN10721016	Tox #8 2007		Warranty	$2,400.00	$2,400.00	$2,400.00	1,200.00	
	Agilent MS 5975	US71236164								
	7683 Autosampler	CN71740357								
20	Agilent GC 7890a	CN1073607	Arson 2 2007			Covered by extended	2,400.00	2,400.00	1,200.00	
	Agilent MS 5975c	US73327021				warranty				
	7683 Autosampler	CN73345031								
21	Agilent GC 6890n	CN10730001	Pyro #1 2007			Covered by extended	2,400.00	2,400.00	1,200.00	
	Agilent MS 5975c	US37123691				warranty				
	CDS Anal. Pyroprobe 5000									---->Initial
				$12,000.00	$12,000.00	$19,200.00	$24,000.00	$24,000.00	$12,000.00	

PART 2. EQUIPMENT REQUIRING A FULL-SERVICE MAINTENANCE AND REPAIR PROGRAM

SYS #	MAKE / MODEL	S/N	Notes	Year 1 Initial Term Price	Year 2 Initial Term Price	Year 3 Initial Term Price	Year 4 Option Term 1 Price	Year 5 Option Term 2 Price	6 mos. Option Term 3 Price
18	Perkin Elmer GC #6	610N0071309	650N9062902	$5,016.00	$5,016.00	$5,016.00	Under warranty	Under warranty	$2,508.00
	Perkin Elmer Turbomatrix 110	M41L0108141					$3,288.00	$3,288.00	
	NCI 901 Interface	109280004	(BET #7)						
19	Perkin Elmer GC#7	610N0071308	650N9062901	$5,016.00	$5,016.00	$5,016.00	Under warranty	Under warranty	$2,508.00
	Perkin Elmer Turbomatrix 110	M41L01010321					$3,288.00	$3,288.00	
	NCI 901 Interface	110280009	(BET #8)						
	Perkin Elmer Turbomatrix 110	HS110L0906292					Under warranty	Under warranty	$1,500.00
	NCI 902 Interface	9103280002					Under warranty	Under warranty	$144.00
				$10,032.00	$10,032.00	$10,032.00	$6,576.00	$6,576.00	$6,660.00
				$48,432.00	$48,432.00	$55,632.00	$56,976.00	$56,976.00	$31,860.00

---->Initial

$298,308.00

EQUIPMENT LIST / BID SHEET (cont'd)

PART 3. [REIMBURSABLES] MAXIMUM HOURLY LABOR RATE (MLR) CHARGEABLE TO TIME & MATERIAL REPAIRS

Year 1 Initial Term Hourly Rate	Year 2 Initial Term Hourly Rate	Year 3 Initial Term Hourly Rate	Year 4 Option Term 1 Hourly Rate	Year 5 Option Term 2 Hourly Rate	6 mos. Option Term 3 Hourly Rate
$175.00	$175.00	$175.00	$175.00	$175.00	$175.00

---------->Initial

Part 3. Subtotal: COUNTY will calculate the average hourly rate for the 5.5 year Contract Term. It will be multiplied by 75 hours per year*** to arrive at a Part 3 price.

**Bidder may choose to price maintenance costs by SYSTEM or by major component - County, however, does not and cannot represent that the major components listed herein are exclusive to the Systems listed herein.
***The seventy-five hour calculator is used here only for the purpose of this bid as a good-faith estimate based upon past experience.
The County cannot and does not represent or guarantee any minimum or maximum number of labor hours with regard to time & materials services.

PART 4. TEARDOWN, MOVE AND RECONFIGURATION

The following SYSTEM may require a **Teardown, Move, and Reconfiguration (TMR)** from their current locations to a new location as specified below. Reference Paragraph 3.6 (SOW):

SYS #	MAKE / MODEL	S-N		RELOCATION REQUIRED
13	HP GC/6890	US00001408	Future Teardown, Move and Reconfiguration	currently @ Trace - moving from ZIP code 90057 to 90032
	HP MS/5972	3524A02622	Future Teardown, Move and Reconfiguration	currently @ Trace - moving from ZIP code 90057 to 90032
	HP 7673 Autosampler		Future Teardown, Move and Reconfiguration	currently @ Trace - moving from ZIP code 90057 to 90032

Part 4. 3.6.2 (SOW) For each system scheduled for TMR in excess of six (6) systems, Contractor's flat-rate fee for EACH TMR shall be:

Fixed TMR Price
$1,500.00

------>Initial

Contractor asserts that the below signed person is authorized to bind CONTRACTOR to the PRICING represented herein.

EXHIBIT G

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

EXHIBIT G

Title 2 ADMINISTRATION
Chapter 2.206.010 through 2.206.080
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.)

EXHIBIT H

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

EXHIBIT H

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

Company Name: Full Spectrum Analytics, Incorporated
Company Address: 1554 North Case Street
City: Orange State: California Zip Code: 92867
Telephone Number: 714-274-3999 ext. 225 Email address: jmartin@fullspectrum-inc.com
Contract for Headspace Gas Chromatography and Gas Chromatography-Mass Spectrometry Equipment Maintenance and Repair Services Agreement No. 75852

Contractor certifies that:

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

To the best of its knowledge, after a reasonable inquiry, the 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 Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ Contractor is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

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: JOHN A. MARTIN	Title: VICE PRESIDENT
Signature: John A Martin	Date: 7-14-10

Date: 7-14-10