

**RFSQ TRANSMITTAL TO REQUEST A
SOLICITATION REQUIREMENTS REVIEW**
*A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document*

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

COUNTY OF LOS ANGELES

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

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CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.070. Exceptions.

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

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

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 2015 are less than \$53,267 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 8, 2016.

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 2015 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 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 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



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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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?

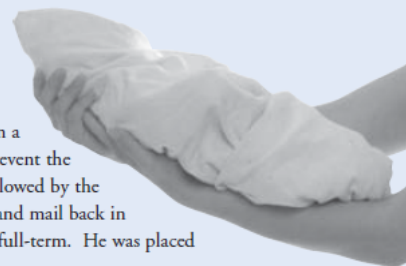
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalet y el padre/madre o el adulto que lo entregue recibirá un brazalet 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 Angeles 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 brazalet 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

Page 1 of 2

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, fund-raising 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 Proposer on Los Angeles County 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 references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Appendix A, Exhibit 11 – Charitable Contributions Certification).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> 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://oag.ca.gov/charities/laws>

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.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

- 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.

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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

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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.)

**MUNICIPAL LEASE WITH OPTION TO PURCHASE AGREEMENT
(MASTER LEASE TO INCLUDE EACH EXHIBIT)**

THIS MUNICIPAL LEASE WITH OPTION TO PURCHASE AGREEMENT (this "Lease"), dated as of the day set forth on the execution page hereof, is made and entered into by and between _____, a corporation duly organized and existing under the laws of the state of _____, as lessor ("Lessor"), whose principal business address is as shown on the execution page hereof; and the County of Los Angeles, a political subdivision of the state of California (the "State"), as lessee ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I: DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom the Lessee has ordered or will order or contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment or Equipment Group: An item or items of personal property designated from time to time by Lessee which are described in an Equipment Schedule, and which are being or will be leased with option to purchase by Lessee pursuant to this Lease. An Equipment Group consists of the Equipment listed on any single page or set of pages of Exhibit A.

Equipment Schedule: A schedule consisting of the separate but like numbered pages of Exhibits A and B which have been completed with respect to an Equipment Group and executed by Lessor and Lessee as indicated herein.

Final Termination Date: With respect to any Equipment Group, the date specified in the Equipment Schedule relating thereto, which date corresponds to the end of the useful life of such Equipment Group.

Fiscal Year: The 12-month fiscal period of Lessee which commences in every year on the date shown on the execution page hereof and ends on the following date shown on the execution page hereof.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in any Equipment Schedule.

Lease: With respect to each Equipment Group, this Municipal Lease With Option To Purchase Agreement and the Equipment Schedule in which such Equipment Group is described, which shall constitute a separate contract relating to such Equipment Group.

Net Proceeds: Any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

Payment Date: The date upon which any Rental Payment is due and payable as provided in any Equipment Schedule.

Permitted Encumbrances: As of any particular time: (I) liens for taxes and assessments not then delinquent,

(ii) this Lease and amendments hereto and (iii) Lessor's interest in the Equipment.

Interest Rate: The interest rate quoted as the Bloomberg Financial Markets two-year Treasury Note offered yield for the business day prior to the bid date plus the basis points spread quoted by the Lessor. The interest rate formula and process as described in Exhibit A Rental Payments.

Principal: The portion of any Rental Payment designated as principal in any Equipment Schedule.

Purchase Option Price: With respect to any Equipment Group, as of the Payment Dates specified in the Equipment Schedule relating thereto, the amount so designated and set forth opposite each such date in such Equipment Schedule.

Rental Payment: With respect to any Equipment Group, the payment due from Lessee to Lessor on each Payment Date during the Lease Term, as shown in the Equipment Schedule relating thereto.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Contractor.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: With respect to any Equipment Group, the period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits

Exhibit A: A schedule executed by Lessor and Lessee describing an Equipment Group being leased by Lessee pursuant to this Lease, and setting forth the tentative date and amount of each Rental Payment coming due during the Lease Term with respect to such Equipment Group, the amount of such Rental Payments comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in such Equipment Group in accordance with Article X. Lessee hereby authorizes Lessor to insert the serial or other identifying numbers relating to the Equipment.

Exhibit B: A form of Certificate of Acceptance of Lessee indicating that the Equipment Group described therein has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in the page of Exhibit A relating thereto shall commence, and that certain other requirements have been met by Lessee.

Exhibit C: A form of opinion of counsel to Lessee as to the organization, nature and powers of Lessee; the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of Lessee. Lessee represents and warrants to and covenants with Lessor with respect to this Lease and each Equipment Schedule, as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(b) The execution and delivery of this Lease and each Equipment Schedule by the officer of Lessee executing it complies with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition and financing of the Equipment by Lessee.

(c) Lessee will use the Equipment during the Lease Term only to perform essential governmental functions and will not permit the Equipment to be used in or for any commercial activity.

(d) Lessee will not knowingly take any action that would cause the Interest portion of the Rental Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power and known to it to be necessary to ensure that the Interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations and such other actions as may be reasonably requested by Lessor; all as amended from time to time (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion).

(e) Lessee will submit to the Secretary of the Treasury information reporting statements and other information relating to this Lease and each Equipment Schedule at the times and in the forms required by the Code and the Regulations.

(f) Upon delivery and installation of any Equipment Group, Lessee will provide to Lessor a completed and executed copy of a Certificate of Acceptance relating thereto in the form attached hereto as Exhibit B, and an opinion of its counsel in the form attached hereto as Exhibit C will be provided upon the execution of the Equipment Schedule.

(g) Lessee finds and determines that the amount of the Rental Payments set forth in the Equipment Schedule is equal to the fair rental value of the related Equipment Group(s) during the respective Fiscal Year of Lessee in which such Rental Payments are made.

(h) The Equipment will have a useful life that is substantially in excess of the Lease Term.

(i) During the Lease Term, the Equipment will be free and clear of any interest, liens or claims of any party except Permitted Encumbrances.

ARTICLE III: LEASE OF EQUIPMENT

Section 3.1. Acquisition of Equipment. Lessee shall advise Lessor of its desire to lease the Equipment and of the desired lease terms for the Equipment Group. Upon agreement by Lessor and Lessee as to the lease of the Equipment and such terms, Lessor shall furnish to Lessee a proposed Exhibit A relating to the Equipment Group completed insofar as possible. Lessee shall order the Equipment Group from the appropriate Contractor or Contractors and notify Lessor in writing of the Equipment cost and the estimated delivery period. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have so concurred in writing. Lessor shall have no obligation to make any payments to a Contractor for an Equipment Group until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) an Exhibit A executed by Lessor and Lessee; (b) a Certificate of Acceptance; (c) a resolution or evidence of other official action taken by or on behalf of Lessee to authorize the acquisition of the Equipment Group on the terms provided in Exhibit A; (d) evidence of insurance with respect to the Equipment Group in compliance with Article VI of this Lease; (e) a completed and executed Form 8038-G or -GC or evidence of

filing thereof with the Secretary of the Treasury; (f) any other documents or items required by Lessor.

Section 3.2. Equipment Delivery; Documentation. Lessor and Lessee shall complete and execute an Exhibit A with respect to the Equipment Group. Upon delivery of any Equipment Group, Lessee shall inspect such Equipment, and if such Equipment and its installation meets Lessee's Specifications, Lessee shall, within fourteen (14) business days from the date of installation, provide to Lessor a completed and executed copy of a Certificate of Acceptance relating thereto in the form attached hereto as Exhibit B. Simultaneously with acceptance, Lessor and Lessee shall take all actions necessary to vest legal title to the Equipment Group in Lessor.

Section 3.3. Lease; Enjoyment; Inspection. Lessor hereby leases to Lessee the Equipment Group made subject to this Lease, and Lessee hereby leases from Lessor such Equipment Group, upon the terms and conditions set forth in this Lease. Lessor hereby covenants to provide Lessee during the Lease Term with the quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV: TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Lease Term commencing upon its date of execution and ending on the last day of the Lease Term of the final Equipment Schedule hereunder. This Lease shall be in effect with respect to each Equipment Group for a Lease Term commencing upon the date of execution of Exhibit A of the Equipment Schedule relating thereto and ending as provided in Section 4.2 unless such Lease Term is extended as provided in this Section, provided that Rental Payments relating to an Equipment Group shall not be due and payable until the Lessee has accepted such Equipment Group as evidenced by its execution of the related Certificate of Acceptance. If on the date of termination of this Lease with respect to any Equipment Group the Rental Payments shall not be fully paid, or provision therefor made, or if such Rental Payments shall have been abated at any time and for any reason and not paid from insurance proceeds or otherwise, then such Lease Term shall be extended until the date upon which all such Rental Payments shall be fully paid, except that such Lease Term shall in no event extend beyond the Final Termination Date.

Section 4.2. Termination of Lease Term. The Lease Term with respect to any Equipment Group will terminate upon the occurrence of the first of the following events: (a) the exercise by Lessee of its option to purchase Lessor's interest in such Equipment Group pursuant to Article X; (b) a default by Lessee with respect to such Equipment Group and Lessor's election to terminate this Lease with respect to such Equipment Group pursuant to Article XII; or (c) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee hereunder with respect to such Equipment Group.

ARTICLE V: RENTAL PAYMENTS

Section 5.1. Rental Payments. Subject to Section 5.2, Lessee agrees to pay Rental Payments with respect to each Equipment Group during the Lease Term, as rental for the use and possession of such Equipment Group, in the amounts and on the dates specified in the Equipment Schedule relating thereto, provided that Rental Payments relating to an Equipment Group shall not be due and payable until Lessee has accepted such

Equipment Group as evidenced by its execution of the related Certificate of Acceptance. Lessee hereby authorizes Lessor to insert the due date of each Rental Payment on Exhibit A when available, and Lessee hereby agrees to sign and return to Lessor any such schedule so completed by Lessor within three days of request by Lessor (provided that no failure by Lessee to sign and return any such schedule shall affect the validity and enforceability of any such schedule completed by Lessor pursuant to the terms hereof). All Rental Payments shall be paid to Lessor; or to such other assignee(s) to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America.

Section 5.2. Abatement. During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or theft or material title defect with respect to any Equipment Group, there is substantial interference with the use and possession by Lessee of any part of such Equipment Group, the Rental Payments due hereunder with respect to such Equipment Group shall be abated proportionately in whole or in part. The amount of abatement shall be such that the remaining rental obligation for a given rental period represents fair consideration for the use and possession of the portions of such Equipment Group that are complete and are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of all or a portion of such Equipment Group is restricted because of such interference and end on the earlier of the date on which the use and possession thereof are restored to Lessee or the date on which Lessee uses the Net Proceeds of insurance or a condemnation awards to pay the Rental Payments or the applicable Purchase Option Price. In the event of any such interference, this Lease shall continue in full force and effect. Lessee waives the benefits of Civil Code Section 1932 and any and all other rights to terminate this Lease by virtue of any interference with the use and possession of the Equipment. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment and such notice shall be provided prior to the abatement of any Rental Payments.

Section 5.3. Appropriations. The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year with respect to each Equipment Group, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all such Rental Payments coming due therein. The covenants on the part of Lessee contained in this Lease, including the covenant to budget and appropriate amounts necessary to make Rental Payments, shall be deemed to be duties imposed by law, and it shall be the duty of each and every public official of Lessee to take such action and do such things as are required by law in the performance of the official duty of such officials to enable Lessee to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by Lessee. This Lease shall not be terminable by Lessee if funds are not budgeted and appropriated as provided in this paragraph.

Section 5.4. Legally Available Funds. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to any Equipment Group, in any Fiscal Year for which this Lease is in effect, shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Rental Payments shall be made from any funds legally available therefor, but nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this purpose and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.5. Rental Payments to be Unconditional. The obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events except as otherwise specifically provided in this Lease. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall

not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances except as provided in Section 5.2.

ARTICLE VI: INSURANCE AND NEGLIGENCE

The Lessee shall secure and maintain or cause to be secured and maintained at all times with insurers of recognized responsibility or, at Lessee's sole option, through a program of self-insurance to the extent specifically permitted in this Article, all coverage with respect to the Equipment Group required by this Article. Notwithstanding the foregoing, the Lessee shall not be required to maintain the insurance required by this Article with respect to any Equipment Group prior to the date on which a Certificate of Acceptance is filed with respect thereto. Such insurance shall consist of:

Section 6.1. A policy or policies of insurance against loss or damage to the Equipment Group known as Special form "all risk," including earthquake and flood. Such insurance shall be maintained at any time in an amount not less than the greater of (i) the full replacement value of the Equipment, or (ii) the Purchase Option Price. Such insurance may at any time include a coverage limit of \$50,000,000 per occurrence and deductible clause providing for a deductible not to exceed \$1,000,000 for all losses in any year; provided, however, that the Lessee's obligation under this Section 6.1 may be satisfied by self-insurance.

Section 6.2. Commercial general liability coverage against claims for damages including death, personal injury, bodily injury or property damage arising from the condition of, or operations involving, the Equipment Group. Such insurance shall afford protection with a combined single limit of not less than \$1,000,000 per occurrence or such greater amount as may from time to time be recommended by the Lessee's risk management officer or an independent insurance consultant retained by the Lessee for that purpose; provided, however, that the Lessee's obligations under this Section 6.2 may be satisfied by self-insurance.

Section 6.3. To the extent that Equipment included in the Equipment Group qualifies for such insurance, boiler and machinery coverage against loss or damage by explosion, and other common perils, of steam boilers, pressure vessels and similar apparatus now or hereinafter installed in an amount not less than \$5,000,000 per accident; provided, however, that the Lessee's obligation under this Section 6.3 may be satisfied by self-insurance.

Section 6.4. Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the California Labor Code, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof, such workers' compensation insurance to cover all persons employed by the Lessee in connection with the Equipment Group and to cover full liability for compensation under any such aforesaid act; provided, however, that the Lessee's obligations under this Section 6.4 may be satisfied by self-insurance.

Section 6.5. Rental interruption insurance to cover loss, total or partial, of the use of any part of the Equipment Group as a result of any of the hazards required to be covered pursuant to Section 6.1 above in an amount sufficient at all times to pay an amount not less than the fair rental value thereof during any period when there is substantial interference with the Lessee's right to the use or possession of the Equipment Group or any portion thereof as a result of the occurrence of such hazards. Such rental interruption insurance shall be payable for a period adequate to cover the period of repair or reconstruction; provided, however, that such policy shall provide that the aggregate amount payable thereunder shall not be less than an amount equal to two years of Rental Payments. The Lessee shall not be permitted to self-insure its obligation under this

Section 6.5.

All policies or certificates issued by the respective insurers for insurance, with the exception of workers' compensation insurance, shall provide that such policies or certificates shall not be canceled or materially changed without at least 30 days' prior written notice to the Lessor.

Annually on or before the date of this Lease, and upon the provision of any new insurance policy or the renewal of any existing policy, the Lessee shall provide the Lessor with a certificate stating that the Lessee is in full compliance with the requirements of this Article. The Lessor shall be entitled to rely upon any certificate so provided as to the Lessee's compliance with this Article and the Lessor shall have no further duties in that regard.

All policies or certificates of insurance provided for herein shall name, where applicable, the Lessor as loss payee and additional insured.

Notwithstanding the generality of the foregoing, the Lessee shall not be required to maintain or cause to be maintained more insurance than is specifically referred to above or, except with respect to rental interruption insurance, any policies of insurance other than standard policies of insurance with standard deductibles offered by reputable insurers at a reasonable cost on the open market; provided, however, that if the Lessee determines that any such insurance, except for rental interruption insurance, is not offered by reputable insurers at a reasonable cost on the open market, or for any other reason the Lessee elects, with respect to those risks set forth above for which self-insurance is permitted, not to maintain the insurance with outside insurers as described above, it will, with the consent of the Lessor, whose consent will not be unreasonably withheld, self-insure those risks for which insurance is otherwise required. If the Lessee is permitted to and does self-insure under this provision, then, the Lessee will: 1) execute a Self-Insurance Addendum for each affected Equipment Schedule or Lessor and Lessee shall provide for self-insurance in the affected Equipment Schedule.

Section 6.6. [Intentionally Omitted]

Section 6.7. Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for, indemnifies Lessor against and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, or based upon the possession, use, operation, condition or storage of the Equipment (unless caused by Lessor or its agents) to the maximum extent permitted by law.

Section 6.8. Damage to or Destruction of Equipment. Subject to the limitations contained in this Section 6.8, if after acceptance by Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately provide a complete written report to Lessor and as soon as practicable after such event either: (a) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement equipment shall be substituted in this Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Purchase Option Price of the Equipment Group to which such Equipment belongs as set forth in Exhibit A.

Lessee shall notify Lessor of which course of action it will take within forty-five (45) business days after the loss occurrence and shall complete the action in (a) or (b) above within ninety (90) business days after the loss occurrence provided, however, if Lessee is making a diligent effort to complete the action but is incapable of completing the action within the ninety (90) business day period, Lessor will not unreasonably withhold its consent to an extension of such period. If Lessee fails or refuses to notify Lessor within the required period or fails to complete the action in the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment Group to which such Equipment belongs set forth in Exhibit A immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section and Lessee shall not be required to use any other source of funds to discharge its obligations under this Section. If, for any reason, insurance proceeds are insufficient to pay the Purchase Option Price under clause(b) hereof, Lessee must apply such insurance proceeds to the replacement of the Equipment under clause (a) hereof provided that Lessee is not required to use any other source of funds to replace the Equipment. On payment of the Purchase Option Price with respect to any Equipment Group, this Lease shall terminate with respect to such Equipment and Lessee thereupon shall become entitled to such Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII: OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the use, operation and maintenance of the Equipment, and shall not, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

ARTICLE VIII: TITLE; SECURITY INTEREST; LIENS

Section 8.1. Title. During the Lease Term, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be vested in Lessor. Upon termination of this Lease with respect to any Equipment Group pursuant to Article XII, Lessee's leasehold interest in such Equipment Group shall revert to Lessor, and Lessee shall have no further interest therein. In such event, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence such reversion to Lessor and the termination of Lessee's interest, and upon request by Lessor shall deliver possession of the Equipment Group to Lessor in accordance with Section 12.3. Upon termination of this Lease with respect to any Equipment Group through exercise of Lessee's option to purchase pursuant to Article X or through payment by Lessee of all Rental Payments and other amounts hereunder, full and unencumbered legal title to such Equipment Group shall pass to Lessee, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the passage of legal title to such Equipment Group to Lessee and the termination of Lessor's interest in such Equipment Group.

Section 8.2. [Intentionally Omitted]

Section 8.3. Liens. During the Lease Term, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee, shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of applicable State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX: WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use

intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Lease Term, all of its interest, if any, in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Lease Term all of its interest, if any, in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EQUIPMENT OR LESSEE'S USE OF THE EQUIPMENT.

ARTICLE X: OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in any Equipment Group on any Payment Date relating thereto for the then applicable Purchase Option Price set forth in the page of Exhibit A relating thereto, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option with respect to any Equipment Group not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts relating to such Equipment Group then due or past due (including the Rental Payment relating thereto due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in the Equipment Schedule relating thereto. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option with respect to any Equipment Group by Lessee, Lessor shall convey or release to Lessee all of its right, title and/or interest in and to the Equipment Group by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI: ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1 Assignment by Lessor.

(a) Lessor may assign, transfer, mortgage, hypothecate or encumber Lessor's right, title and interest in and to this Lease or any portion thereof (including the right to receive Rental Payments but excluding its duties and obligations hereunder), and Lessor may execute any and all instruments providing for the payment of rent directly to an assignee or transferee, but only if the conditions set forth in subsections (b) and (d) below are met.

Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Lessor's right, title and interest in and to this Lease or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section 11 shall be void.

(b) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of the California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Lessee.

(c) Violation by Lessor of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Lessee may terminate this Lease and impose damages in an amount equal to the greater of (a) \$500,000 or (b) 10% of the aggregate principal portion of all Rental Payments payable by the Lessee during the entire term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation, it would be impracticable and extremely difficult to fix actual damages. In addition, the Lessee may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(d) Lessor shall give Lessee notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

(e) Lessor shall not furnish any information concerning Lessee or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the Lessee's Counsel) to any person or entity, except with Lessee's prior written consent. Lessor shall indemnify, defend and hold Lessee and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Lessor in violation of this subsection (e).

(f) The provisions of this Section 11.1 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section 11.1 Lessor is referred to, such reference shall be deemed to include Lessor's successors or assigns, and all covenants and agreements by or on behalf of Lessor herein shall bind and apply to Lessor's successors and assigns whether so expressed or not.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor any Equipment may be sold, assigned, subleased, transferred, pledged or mortgaged by Lessee without the prior written consent of Lessor.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease with respect to any Equipment Group and the Equipment Schedule relating thereto, and the terms "events of

default" and "default" shall mean, whenever they are used in this Lease, with respect to any Equipment Group, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease with respect to any Equipment Group at the time specified herein and the continuation of said failure for a period of three (3) days.

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to any Equipment Group, other than as referred to in Clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The determination by Lessor that any representation or warranty made by Lessee in this Lease was untrue in any material respect upon execution of this Lease or any Equipment Schedule.

(d) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

(e) Failure by Lessee to maintain insurance as required by Article VI.

An event of default with respect to one Equipment Group shall not constitute an event of default with respect to any other Equipment Group.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 shall have happened and be continuing with respect to the Equipment Group, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Lessor, without terminating this Lease with respect to such Equipment Group, may collect each installment of Rental Payments as it becomes due and payable in accordance with this Lease and the related Equipment Schedule.

(b) Lessor may take any other remedy available at law or in equity with respect to such event of default, including (without limitation) those requiring Lessee to perform any of its obligations hereunder or to pay any moneys due and payable to Lessor hereunder provided Lessor shall have no right to accelerate Rental Payments or otherwise declare any Rental Payments not then in default to be immediately due and payable.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease with respect to any Equipment Group prior to the payment of all Rental Payments in accordance with Exhibit A, Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense, perform any testing and repairs required to place the Equipment in the condition required by Article VII and if deinstallation,

disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor and shall return such Equipment Group to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment Group at Lessee's cost and expense to such place within the State as Lessor shall specify; or (b) by loading such portions of the Equipment Group as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment Group in the manner designated, Lessor may repossess the Equipment group and charge to Lessee the costs of such repossession, subject to the requirements of Section 12.2. If Lessor repossesses the Equipment Group, it shall not be responsible for any holes in walls or ceilings on in any other area of Lessee's premises due to the removal of the Equipment. However, if the Lessor repossesses the Equipment, it shall be required to exercise repossession reasonably, without causing unnecessary damage.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (a) shall have happened and be continuing with respect to any Equipment Group, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII: ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the execution page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Lease Term, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns, subject to the provisions of Section 11.1. Without

limitation of the foregoing, any company into which Lessor may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which Lessor may sell or transfer all or substantially all of its municipal leasing business, shall be the successor to the Lessor for all purposes of this Lease without the execution or filing of any paper or further act.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Entire Agreement. This Lease and Exhibits and Schedules hereto constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior writings, understandings, agreements, solicitation documentation and representations, express or implied.

Section 13.8. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.9. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the state of California. Venue shall be in the Superior Court of the County of Los Angeles.

Section 13.11. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Lease, in no event shall this Lease require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

ARTICLE XIV: ADDENDA TO LEASE

Section 14.1. Addenda. The addendum hereof are attached hereto and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

EXECUTION PAGE OF MUNICIPAL LEASE WITH OPTION TO PURCHASE AGREEMENT

Date of Lease:

Fiscal Year Commencement Date: July 1

Fiscal Year Ending Date: June 30

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Lease to be executed in its name by its duly authorized officer.

COUNTY OF LOS ANGELES,
Lessee

Lessor

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:

Address:

Telephone:

Telephone:

Facsimile:

Facsimile:

APPROVED AS TO FORM
LLOYD W. PELLMAN, County Counsel

By: _____
Deputy

EQUIPMENT SCHEDULE NO. _____
EXHIBIT A
SCHEDULE OF EQUIPMENT, RENTAL PAYMENTS, ETC.

The following Equipment comprises an Equipment Group which is the subject of the Municipal Lease With Option to Purchase Agreement dated as of _____ (the "Lease"), between the undersigned Lessor and Lessee. The Lease is incorporated herein in its entirety, and Lessee hereby reaffirms all of its representations and warranties contained in the Lease. Lessee warrants that no Event of Default or any event which, with the passage of time or the giving of notice, would constitute a default has occurred under the Lease.

Equipment Schedule Date: <<LEASE DATE>>

Final Termination Date: _____, 20____

EQUIPMENT GROUP

The Equipment Group is located at the following address. Prior to relocation of the Equipment Group or portion thereof during the Lease Term, Lessee will provide written notice to Lessor.

<u>Mfg. Part No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Cost/Unit</u>	<u>Unit Labor Cost</u>	<u>Ext. Cost/Unit</u>	<u>Ext. Labor</u>

COUNTY OF LOS ANGELES,
Lessee

By: _____

Title:

Date: _____

Address:

Telephone:

Facsimile:

Lessor

By _____

Title:

Date: _____

Address:

Telephone:

Facsimile:

RENTAL PAYMENTS

Annual Interest Percentage Rate:<<Yield>>

Lessee will make <<No. of Payments>> Rental Payments of \$_____ each consisting of Principal and Interest as set forth in the attached schedule. The first payment is due 30 days after the (the Funding Date) upon acceptance of the equipment. The interest rate formula will be utilized to determine both the "bid lease rate" and "actual lease rate" as stated below.

The bid "lease rate" shall be calculated as the spread bid by the vendor in basis points, plus the generic two year Treasury Note offered yield posted on Bloomberg Financial Markets. In evaluating each bid, the County shall utilize the generic two year Treasury Note offered yield for the business day prior to the bid date, plus the basis points spread bid by each vendor. This will be the bid lease rate.

The bid lease rate will be used to amortize the project cost bid by the vendor in equal monthly payments over the term of the lease. The winning bidder shall be the vendor with the lowest overall lease cost over the term of the lease.

The actual "lease rate" shall be determined on the date of project acceptance, calculated as the generic two year Treasury Note offered yield posted on Bloomberg Financial Markets on that date plus the winning bidder's spread in basis points. The lease rate will then be used to amortized the project cost in equal monthly payments over the term of the lease. This will be the actual monthly lease payment.

PAYMENT SCHEDULE RELATING TO EQUIPMENT SCHEDULE NO. _____

Funding Date: _____, 20____

[illegible]

COUNTY OF LOS ANGELES,
Lessee

Lessor

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Address: _____ Address: _____

Telephone: Telephone:

Facsimile:

* After payment of Rental Payment due on such date.

EQUIPMENT SCHEDULE NO. _____

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am a duly qualified and acting officer of the County of Los Angeles (the "Lessee"); and, with respect to the above-referenced Equipment Schedule dated <<LEASE DATE>> to the Municipal Lease With Option to Purchase Agreement dated as of _____, (together with such Equipment Schedule, the "Lease"), by and between _____ (the "Lessor"), that:

1. The equipment described in Exhibit A of Equipment Schedule No. _____ (the "Equipment"), has been delivered and installed in accordance with Lessee*s Specifications (as that term is defined in the Lease) and has been fully accepted by Lessee on or before the date indicated below.
2. During the Lease Term (as defined in the Lease), the Equipment will be used by Lessee to perform essential governmental functions such as: _____

3. To the best of Lessee's knowledge, there is no litigation, action, suit pending before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee*s current Fiscal Year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
4. Rental Payments shall be due and payable by Lessee on the dates and in the amounts indicated on Exhibit A of the above-referenced Equipment Schedule as such Exhibit is completed by Lessor.

5. All capitalized terms herein have the meanings ascribed to them in the Lease.

COUNTY OF LOS ANGELES,
Lessee

By: _____

Title: _____

Date: _____

dkm

A:updated lease

SUBCONTRACT

BY AND BETWEEN

AND

TO PROVIDE

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EXHIBITS

Exhibit 1 – Statement of Work

Exhibit 2 – Pricing Schedule

Exhibit 3 – SUBCONTRACTOR Employee Acknowledgement and Confidentiality
Agreement

Exhibit 4 – SUBCONTRACTOR's EEO Certification

Exhibit 5 – Subcontractor Employee Jury Service Program County Code Provisions

Exhibit 6 – Safely Surrendered Baby Law

1.0 PURPOSE AND PARTIES

THIS AGREEMENT (hereafter "Subcontract") is made and entered into this ____ day of _____, 20____, by and between _____ ("CONTRACTOR") and _____ ("SUBCONTRACTOR")

WHEREAS, CONTRACTOR has entered (or expects to enter) into an agreement (hereafter "Prime Contract", Agreement No. _____) with the County of Los Angeles (hereafter "COUNTY") for the purpose of providing _____; and

WHEREAS, CONTRACTOR wishes to retain SUBCONTRACTOR's services to assist in fulfillment of CONTRACTOR's obligations under Prime Contract, contingent upon its award to CONTRACTOR; and

WHEREAS, SUBCONTRACTOR desires to provide required services for consideration in accordance with the terms and conditions of this Subcontract during the period identified herein.

NOW THEREFORE, to accomplish these ends, CONTRACTOR and SUBCONTRACTOR do hereby covenant and undertake as follows:

2.0 APPLICABLE DOCUMENTS

2.1 Priority of Interpretation

Exhibits 1, 2, 3, 4, 5, 6, and 7 are attached to and incorporated into this Subcontract. Any reference herein to "Subcontract" shall include all enumerated exhibits and, where present, sub-exhibits, unless the context clearly denotes otherwise. In the event of any conflict or inconsistency in the definition or usage of any wording, obligation, schedule, or the description of any tasks, deliverables, goods, services, or other work between the Prime Contract and this Subcontract, such conflict or inconsistency shall be resolved by giving precedence first to the Prime Contract and then to Subcontract documents according to the following priority:

1. The body of this Subcontract
2. Exhibit 1 – Statement of Work
3. Exhibit 2 – Pricing Schedule
4. Exhibit 3 – SUBCONTRACTOR Employee Acknowledgement and Confidentiality Agreement
5. Exhibit 4 – SUBCONTRACTOR's EEO Certification
6. Exhibit 5 – Child Support Compliance Program Certification
7. Exhibit 6 – Subcontractor Employee Jury Service Program County Code Provisions
8. Exhibit 7 – Safely Surrendered Baby Law

2.2 Entire Agreement

This Subcontract constitutes the complete and exclusive agreement between the parties, superseding and incorporating all previous agreements, written and oral, and all communications between the parties, relating to the subject matter of this Subcontract. No change may be made to this Subcontract except by a writing, executed by both parties, specifically directed hereto, and physically attached hereto.

3.0 PRIME CONTRACT

Notwithstanding any other provision hereof, this Subcontract is a subcontract under the Prime Contract and each and all of the provisions of the Prime Contract and all amendments thereto shall extend to and be binding upon the parties hereto.

4.0 WORK

Pursuant to provisions hereof, SUBCONTRACTOR shall fully complete and timely deliver all deliverables, tasks, goods, services, and other work as set forth in Exhibit 1 (Statement of Work) and elsewhere hereunder for valuable consideration identified herein.

5.0 PERSONNEL

- 5.1 All SUBCONTRACTOR personnel performing hereunder shall be subject to the prior and continuing approval of COUNTY and CONTRACTOR. If at any time during the term hereof, any SUBCONTRACTOR personnel fail to attain or retain approval by CONTRACTOR or COUNTY, SUBCONTRACTOR shall, upon receipt of written or verbal notice from CONTRACTOR or COUNTY, promptly replace such personnel with substitute qualified personnel, or promptly take such other action as required by CONTRACTOR or COUNTY.
- 5.2 If at any time during the term hereof any SUBCONTRACTOR personnel cease performance for any reason, including, but not limited to, resignation or termination, SUBCONTRACTOR shall, within five working days, replace such personnel with substitute qualified personnel.
- 5.3 SUBCONTRACTOR shall be solely liable and responsible for providing all employee compensation and benefits for, or on behalf of, all persons performing work pursuant to this Subcontract. CONTRACTOR and COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes, for any personnel provided by or on behalf of SUBCONTRACTOR.
- 5.4 SUBCONTRACTOR understands and agrees that all persons performing work under this Subcontract are, for workers' compensation liability purposes, solely the employees of SUBCONTRACTOR. SUBCONTRACTOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any

person as a result of injuries arising from or connected with any work performed by or on behalf of SUBCONTRACTOR pursuant to this Agreement.

- 5.5 SUBCONTRACTOR shall obtain the execution of a SUBCONTRACTOR Employee Acknowledgement and Confidentiality Agreement (Exhibit 3) from each of its employees performing professional services hereunder. Such agreements shall be delivered to ISD on or immediately after the effective date of this Subcontract, but in no event later than the date any such employee first performs work hereunder.

5.6 SECURITY CLEARANCE

At any time during term of this subcontract, COUNTY may require that all of SUBCONTRACTOR's personnel performing work under this subcontract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this subcontract. COUNTY shall use its discretion in determining the method of background investigation to be used, up to and including a COUNTY-performed fingerprint security clearance. The fees associated with the background investigation shall be at the expense of SUBCONTRACTOR, regardless of the outcome of the background investigation.

COUNTY may require that SUBCONTRACTOR immediately remove SUBCONTRACTOR's personnel from work under this subcontract at any time during the Term of the subcontract. COUNTY may immediately deny or terminate facility access to SUBCONTRACTOR's personnel who do not pass such background investigation(s) to the satisfaction of COUNTY and/or whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of COUNTY. COUNTY shall not be obligated to provide any information obtained through the COUNTY-conducted background investigation.

Disqualification, if any, of SUBCONTRACTOR personnel pursuant to this Paragraph 5.6 shall not relieve SUBCONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Subcontract.

6.0 COMPENSATION

CONTRACTOR is solely responsible for all compensation to SUBCONTRACTOR, which is as set forth in Exhibit 2 (Pricing Schedule). COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or any of its officers, employees, or agents for any compensation, payment, expenses, or costs related to this Subcontract.

7.0 TERM

This Subcontract shall be in effect upon its date of execution indicated in Paragraph 1.0 (Purpose and Parties), or on the date of adoption of the Prime Contract by COUNTY, whichever is later, and is coterminous with the work order, unless sooner terminated or extended, in whole or in part, as provided herein.

8.0 TERMINATION

This Subcontract may be terminated at such time and to such extent as the Prime Contract terminates by its terms, or by COUNTY, and shall expire on fulfillment of SUBCONTRACTOR's obligations, or pursuant to Paragraph 7.0 (Term). COUNTY shall have no obligation for any performance by SUBCONTRACTOR subsequent to full termination of the Prime Contract.

9.0 THIRD PARTY BENEFICIARY

CONTRACTOR and SUBCONTRACTOR agree that all Exhibit 1 (Statement of Work) services performed during the Term hereof are solely for the benefit of COUNTY.

10.0 INTERPRETATION AND AMENDMENTS

Any provisions hereof changed in any way, or interpreted in any way inconsistent with Paragraph 9.0 (Third Party Beneficiary), without the prior written consent of COUNTY, shall be null and void. All changes hereto or interpretations hereof must be in the form of a writing indicating both prior approval by COUNTY and execution by authorized officials of CONTRACTOR and SUBCONTRACTOR.

11.0 PROHIBITION AGAINST ASSIGNMENT

Neither this Subcontract nor any interest herein, including, but not limited to, any claim or promise relating to monies or services due or expected with respect hereto, may be assigned, pledged, or delegated without prior written approval of COUNTY and of the other party. Any unapproved assignment, pledge, or delegation shall be null and void.

12.0 PROHIBITION AGAINST SUBCONTRACTING

No performance due hereunder may be subcontracted in whole or in part without the prior written approval of both COUNTY and CONTRACTOR. Any unapproved subcontract is null and void and entitled to no payment, compensation, or consideration whatsoever.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY, and its Special Districts, elected and appointed officers, employees, and agents (hereafter for purposes of this Paragraph 13.0 [Indemnification and Insurance] "COUNTY") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with SUBCONTRACTOR's acts and/or omissions arising from and/or relating to this Subcontract.

13.2 General Insurance Requirements

Without limiting SUBCONTRACTOR's indemnification of CONTRACTOR and COUNTY and during the term of this Subcontract, SUBCONTRACTOR shall provide and maintain, and shall require its subcontractors, if any, to maintain, the following programs of insurance specified in this Subcontract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at SUBCONTRACTOR's own expense.

- A. Evidence of Insurance Certificate(s) or other evidence of coverage shall be delivered to ISD prior to commencing services under this Subcontract. Such certificates or other evidence shall (1) Specifically identify this Subcontract and the Prime Contract; (2) Clearly evidence all coverages required in this Subcontract; (3) Contain the express condition that COUNTY and CONTRACTOR are to each be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance; (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Subcontract; and, (5) Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require SUBCONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require SUBCONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- B. Insurer Financial Ratings Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A: VII, unless otherwise approved by COUNTY.
- C. Failure to Maintain Coverage Failure by SUBCONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the subcontract upon which COUNTY may immediately terminate or suspend this Subcontract. COUNTY, at its sole option, may obtain damages from SUBCONTRACTOR and/or CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to SUBCONTRACTOR and/or CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- D. Notification of Incidents, Claims, or Suits SUBCONTRACTOR shall report to COUNTY (1) any accident or incident relating to services performed under this Subcontract which involves injury or property damage which may result

in the filing of a claim or lawsuit against SUBCONTRACTOR, CONTRACTOR, and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence; (2) any third party claim or lawsuit filed against SUBCONTRACTOR arising from or related to services performed by SUBCONTRACTOR under this Subcontract; (3) any injury to a SUBCONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a County "Non-Employee Injury Report" to COUNTY's Project Director; and, (4) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to SUBCONTRACTOR under the terms of this Subcontract and/or the Prime Contract.

- E. Compensation for COUNTY Costs In the event that SUBCONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Subcontract, and such failure to comply results in any costs to COUNTY, SUBCONTRACTOR and/or CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- F. Insurance Coverage Requirements for Subcontractors CONTRACTOR shall ensure any and all subcontractors performing services under the Prime Contract meet the insurance requirements of this Subcontract by either (1) CONTRACTOR providing evidence of insurance covering the activities of subcontractors; or, (2) CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverages. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

13.3 Insurance Coverage Requirements

- A. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
- 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 (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."
- C. Workers' Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which SUBCONTRACTOR is responsible.

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

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee	\$1 million

13.4 Performance Security Requirements

CONTRACTOR, at its sole discretion, may require Subcontractor to provide performance security with terms and conditions to be specified for each engagement. Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Subcontractor.

- A. Performance Bond: A faithful performance bond in an amount equal to 100% of the engagement not-to-exceed amount and executed by a corporate surety licensed to transact business in the State of California, or,
- B. Certificate of Deposit (CD) or Letter of Credit (LOC): A CD or an irrevocable LOC payable to COUNTY upon demand in an amount to be specified for each engagement. Such CD or LOC shall comply with minimum criteria and standards established by COUNTY and be maintained throughout the term of the Work Order.

14.0 RECORDS AND AUDITS

- 14.1 SUBCONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Subcontract in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Subcontract and Prime Contract. SUBCONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Subcontract. All such material, including, but not limited to, all financial records, time cards and other employment records, and proprietary data and information relating hereto, shall be kept and maintained by SUBCONTRACTOR and shall be made available to CONTRACTOR and COUNTY during the term of this Subcontract and for a period of four years thereafter unless written permission of both CONTRACTOR and COUNTY is given to dispose of any such material prior to such time. All such material shall be maintained by SUBCONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, SUBCONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 14.2 In the event that an audit is conducted of SUBCONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by SUBCONTRACTOR or otherwise, SUBCONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty days of SUBCONTRACTOR's receipt thereof, unless otherwise provided by

applicable Federal or State law or under this Subcontract. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

14.3 Failure on the part of SUBCONTRACTOR to comply with the provisions of this Paragraph 14.0 (Records and Audits) constitutes a material breach hereof.

15.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

SUBCONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, for or by reason of any alleged infringement of any third party United States patent or copyright, or of any alleged unauthorized third party trade secret disclosure, arising from or related to the operation and utilization of SUBCONTRACTOR's work hereunder.

16.0 WARRANTIES

16.1 SUBCONTRACTOR warrants the quality of its work and shall promptly correct any and all defects, errors, and/or omissions in the tasks, goods, services and other work provided hereunder for a period of twelve (12) months from date of their acceptance by COUNTY. Correction of all such defects, errors or omissions shall be at no cost to CONTRACTOR or to COUNTY.

16.2 SUBCONTRACTOR further warrants that:

- A. SUBCONTRACTOR shall strictly comply with the specifications, requirements, standards, and representations set forth or developed hereunder.
- B. All tasks, goods, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel.
- C. Any software used by SUBCONTRACTOR shall be available to CONTRACTOR and COUNTY during the term hereof and for four years thereafter, provided that this warranty shall only apply to software owned by or under the control of SUBCONTRACTOR.
- D. All tasks, goods, services, and other work shall be complete, uniform in appearance, and prepared in accordance with applicable quality standards generally considered acceptable in the industry.

17.0 COMPLIANCE WITH APPLICABLE LAW

17.1 SUBCONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, and all provisions thereof required to be included herein are incorporated herein by reference.

17.2 SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR and COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, arising from or

related to any violation on the part of SUBCONTRACTOR, its employees, agents, or subcontractors of any such laws, rules, regulations, or ordinances.

18.0 FAIR LABOR STANDARDS

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

19.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 19.1 SUBCONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 19.2 SUBCONTRACTOR shall certify to, and comply with, the provisions of Exhibit 4 (SUBCONTRACTOR'S EEO Certification).
- 19.3 SUBCONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 19.4 SUBCONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 19.5 SUBCONTRACTOR certifies and agrees that it, its affiliates, subsidiaries or holding companies, will comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, this Agreement or under any project, program, or activity supported by this Agreement.
- 19.6 SUBCONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the

provisions of this Paragraph 19.1 (Nondiscrimination and Affirmative Action) when so requested by COUNTY.

19.7 If COUNTY finds that any of the provisions of this Paragraph 19.0 have been violated, such violation shall constitute a material breach of this Subcontract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Subcontract have been violated, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that SUBCONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall also constitute a finding by COUNTY that SUBCONTRACTOR has violated the anti-discrimination provisions of this Subcontract.

19.8 The parties agree that in the event SUBCONTRACTOR violates the anti-discrimination provisions of this Subcontract, COUNTY shall, at its option, be entitled to the sum of Five Thousand Dollars (\$5,000) for each such violation pursuant to California Civil Code Section 1617 as liquidated damages in lieu of terminating or suspending this Subcontract.

20.0 EMPLOYMENT ELIGIBILITY VERIFICATION

SUBCONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth by Federal statutes and regulations. SUBCONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. SUBCONTRACTOR shall retain all such documentation for the period prescribed by law. SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY, their officers, and employees, from and against any employer sanctions and any other liability which may be assessed against SUBCONTRACTOR, CONTRACTOR, or COUNTY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

21.0 CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used herein are for convenience only and are not a part of, and may not be used in construing, this Subcontract.

22.0 WAIVER

Failure of any party to enforce at any time, or from time to time, any provision of this Subcontract, shall not be construed as a waiver thereof, nor of such party's right to sue for subsequent breach upon that or any other provision. The rights and remedies set forth in this Paragraph 22.0 are non-exclusive and cumulative.

23.0 GOVERNING LAW, JURISDICTION AND VENUE

This Subcontract shall be governed by, and construed in accordance with, the laws of the State of California. Both parties consent (1) to the exclusive jurisdiction of the courts of the State of California for all purposes pertinent hereto, and (2) that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

24.0 SEVERABILITY

If any provision hereof, or its application to any person or circumstance, is held invalid, the remainder of this Subcontract and the application of such provision to other persons or circumstances shall not be affected thereby, unless such invalidation materially impairs the essential purposes of this Subcontract or of the Prime Contract.

25.0 AUTHORIZATION WARRANTY

SUBCONTRACTOR and CONTRACTOR separately represent and warrant that the person executing this Subcontract for each of them is an authorized agent who has actual authority to bind each to each and every term, condition, and obligation of this Subcontract, and that all requirements of the parties have been fulfilled to provide such actual authority.

26.0 RESTRICTIONS ON LOBBYING

26.1 Federal Funds Projects

If any Federal funds are to be used to pay for any of SUBCONTRACTOR's services hereunder, SUBCONTRACTOR shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided hereunder also fully complies with all such certification and disclosure requirements.

26.2 County Projects

SUBCONTRACTOR, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by SUBCONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of SUBCONTRACTOR or any County lobbyist or County lobbying firm retained by SUBCONTRACTOR to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of this Subcontract, upon which COUNTY may immediately terminate or suspend this Subcontract.

27.0 NOTICES

All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be hand delivered with signed receipt or mailed by first-class

registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Addresses may be changed by either party giving ten days prior written notice thereof to the other party.

A. If to CONTRACTOR:

With a copy to COUNTY, addressed as follows:

B. If to SUBCONTRACTOR:

With a copy to COUNTY, addressed as follows:

28.0 ARM'S LENGTH NEGOTIATIONS

This Subcontract is the result of arm's-length negotiation between CONTRACTOR and SUBCONTRACTOR. Each party has had the opportunity to receive advice from independent counsel of its own choosing. This Subcontract is to be interpreted fairly as between the parties, and not strictly construed as against either party.

29.0 SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT

29.1 A responsible Subcontractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.

29.2 SUBCONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of SUBCONTRACTOR on this or other Agreements which indicates that SUBCONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar SUBCONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years and terminate any or all existing Agreements SUBCONTRACTOR may have with COUNTY.

29.3 COUNTY may debar a contractor or subcontractor if COUNTY's Board of Supervisors finds, in its discretion, that the contractor or subcontractor has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on the contractor's or subcontractor's quality, fitness, or capacity to perform a contract with COUNTY or any other public entity, 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 COUNTY or any other public entity.

29.4 If there is evidence that SUBCONTRACTOR may be subject to debarment, COUNTY will notify SUBCONTRACTOR in writing of the evidence which is the

basis for the proposed debarment and will advise SUBCONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 29.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. SUBCONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision which shall contain a recommendation regarding whether SUBCONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. If SUBCONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, SUBCONTRACTOR may be deemed to have waived all rights of appeal.
- 29.6 A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 29.7 These terms shall also apply to subcontractor(s) of COUNTY's contractors.
- 30.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

SUBCONTRACTOR 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.

31.0 SUBCONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

SUBCONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. SUBCONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors and subcontractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's SUBCONTRACTOR's place of business. COUNTY'S District Attorney will supply SUBCONTRACTOR with the poster to be used.

32.0 SUBCONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

- 32.2 As required by COUNTY'S Child Support Compliance Program (CSCP) (County Code Chapter 2.200) and without limiting SUBCONTRACTOR's duty under this

Agreement to comply with all applicable provisions of law, SUBCONTRACTOR warrants that it is now in compliance and shall during the term of this Subcontract 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 District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5245(b).

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

Failure of SUBCONTRACTOR to maintain compliance with the requirements set forth in Paragraph 32.0 (Subcontractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by SUBCONTRACTOR under this Subcontract. Without limiting the rights and remedies available to COUNTY under any other provision of this Subcontract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which COUNTY'S Board of Supervisors may terminate this Subcontract.

34.0 COMPLIANCE WITH JURY SERVICE PROGRAM

34.1 Jury Service Program

This Subcontract is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

34.2 Written Employee Jury Service Policy

- A.** Unless SUBCONTRACTOR has demonstrated to CONTRACTOR's satisfaction either that SUBCONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that SUBCONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), SUBCONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from SUBCONTRACTOR, 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 SUBCONTRACTOR or that SUBCONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- B.** For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of SUBCONTRACTOR. "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 COUNTY, or 2) SUBCONTRACTOR 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 SUBCONTRACTOR uses any other subcontractor to perform services for CONTRACTOR, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

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

35.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

AUTHORIZATION
OF SUBCONTRACT
TO COUNTY AGREEMENT NO. _____

TO PROVIDE

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have caused this Agreement to be signed by their duly authorized officers on the day and year first set forth in Paragraph 1.0 hereinabove.

CONTRACTOR

SUBCONTRACTOR

Name of Firm

Name of Firm

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

EXHIBIT 1

STATEMENT OF WORK

(To be prepared by CONTRACTOR
and SUBCONTRACTOR)

EXHIBIT 2

PRICING SCHEDULE

(To be prepared by CONTRACTOR
and SUBCONTRACTOR)

EXHIBIT 3
SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
CONFIDENTIALITY AND
COPYRIGHT ASSIGNMENT AGREEMENT

PROJECT NAME _____
SUBCONTRACTOR/EMPLOYER NAME _____
CONTRACTOR NAME _____
COUNTY OF LOS ANGELES AGREEMENT NO. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a subcontract with the Contractor referenced above to provide certain services to the County of Los Angeles pursuant to the County Agreement identified above. The County requires your agreement to, as evidenced by your signature on, this Subcontractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Subcontractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Your work may pertain to services provided by the County of Los Angeles and you may have access to confidential information pertaining to persons and/or entities receiving services from the County. Also, you may have access to proprietary information supplied by other vendors doing business with the County. The County has a legal obligation to protect all such confidential information in its possession, especially information concerning health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such information.

Consequently, your signature on this agreement is a precondition of your eligibility to be utilized by your employer for the County. Please consider this agreement carefully prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work related to the above-referenced contract. I agree to forward all requests for the release of any data or information received by me to the Contractor's Project Manager for the above-referenced contract and to my immediate supervisor.

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
(CONTINUED)

PROJECT NAME/SUBCONTRACTOR NAME _____

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

I agree to report to my immediate supervisor any and all violations of the contract by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract, or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to the DP Contracts Section, ISD/Purchasing and Central Services, all papers, instruments and other documents requested by the County, and promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in the form substantially similar to to the Individual's Assignment And Transfer Of Copyright attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

NAME: _____
(Signature)

DATE: ____/____/____

NAME: _____
(Print)

POSITION: _____

EXHIBIT 4

SUBCONTRACTOR'S EEO CERTIFICATION

Subcontractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

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

Signature

Date

Name and Title of Signer (please print)

EXHIBIT 5
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
SUBCONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070 Exceptions.

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

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

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

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafe1a.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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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



Ley de Entrega de Bebés

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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un 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 Angeles 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 brazaletes 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.

