



JOSEPH KELLY
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-7360 Fax: (213) 887-4857
ttc.lacounty.gov and lacountypropertytax.com

Board of Supervisors
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KATHRYN BARGER
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March 9, 2018

SENT VIA EMAIL

Dear Interested Party:

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR THE PROVISION OF MUNICIPAL ADVISORY SERVICES

The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC), is issuing this Request for Statement of Qualifications (RFSQ) for the provision of Municipal Advisory Services. The TTC intends to establish a Municipal Advisory Pool (Pool) of Firms to provide Municipal Advisory Services for the County.

Statement of Qualifications (SOQ) are due by 5:00 p.m. Pacific Time, on March 30, 2018, and shall be delivered or mailed to the County of Los Angeles, Department of Treasurer and Tax Collector, Contracts Section, 500 West Temple Street, Room 437, Los Angeles, California 90012. The TTC will seek approval from the County Board of Supervisors to execute and administer Master Agreements with qualified Firms that submitted SOQs by the initial deadline to establish an initial Pool. The Master Agreement Term shall be for a period of three years commencing upon the execution of the first individual Master Agreement, unless sooner terminated or extended.

The TTC may, at its sole discretion, continue to accept SOQs after the initial deadline for inclusion in the Pool until such time as the TTC determines that the number of Firms in the Pool is sufficient to meet the needs of the County. The TTC may, at its sole discretion, elect to stop accepting SOQs at any time after the initial deadline.

You may download the RFSQ from the Internet by accessing the County's website at <http://camisvr.co.la.ca.us/lacobids>, selecting "View Open Bids," selecting "List by Department," selecting "Treasurer and Tax Collector," from the drop-down list and then clicking on "Select Department." You may also download the RFSQ by accessing the TTC's website at <http://ttc.lacounty.gov>, selecting the "TTC Contract Opportunities" link from the menu on the left, and selecting "Request for Statement of Qualifications Municipal Advisory Services." Firms are responsible for downloading and reviewing the entire RFSQ.

Interested Party
March 9, 2018
Page 2

The RFSQ contains the service requirements, SOQ content and format requirements, a description of the SOQ selection process, and a sample Master Agreement with the TTC. Firms that meet the minimum qualifications identified in Paragraph 1.4, Vendor's Minimum Qualifications, of the RFSQ may submit an SOQ to provide the services described further in Appendix I, Statement of Work of the RFSQ. Firms should carefully review the RFSQ and ensure that their SOQ complies with all RFSQ requirements.

Firms must prepare the SOQs in accordance with Paragraph 2.0, Instructions to Vendors, of the RFSQ. Firms understand and agree that submission of a SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of this RFSQ and any addenda including, but not limited to, Appendix H, Sample Master Agreement. **The terms and conditions of Appendix H, Sample Master Agreement, of the RFSQ are not negotiable.**

Very truly yours,



JOSEPH KELLY
Treasurer and Tax Collector
ex officio Public Administrator

JK:KK:NK
EVT:jm



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

**REQUEST FOR STATEMENT OF
QUALIFICATIONS**

**FOR THE PROVISION OF
MUNICIPAL ADVISORY SERVICES
TTC RFSQ 2018-02 MAS**

March 2018

**Prepared By
County of Los Angeles**

**REQUEST FOR STATEMENT OF QUALIFICATIONS
MUNICIPAL ADVISORY SERVICES**

PARAGRAPH

1.0	GENERAL INFORMATION.....	1
1.1	General Overview	2
1.2	Overview of Solicitation Documents	3
1.3	Terms and Definitions	4
1.4	Vendor’s Minimum Qualifications	4
1.5	Intentionally Omitted.....	6
1.6	Master Agreement Process	6
1.7	Master Agreement Term	6
1.8	County Rights & Responsibilities	7
1.9	Contact with County Personnel	7
1.10	Mandatory Requirement to Register on County’s WebVen	8
1.11	TTC Option to Reject Statement of Qualifications.....	8
1.12	Protest Process	8
1.13	Notice to Vendors Regarding Public Records Act	9
1.14	Indemnification and Insurance.....	9
1.15	Intentionally Omitted.....	9
1.16	Injury & Illness Prevention Program.....	10
1.17	Background and Security Investigations	10
1.18	Confidentiality and Independent Contractor Status.....	10
1.19	Conflict of Interest.....	10
1.20	Determination of Vendor Responsibility	11
1.21	Vendor Debarment	12
1.22	Vendor’s Adherence to County Child Support Compliance Program	14
1.23	Gratuities.....	14
1.24	Notice to Vendors Regarding the County Lobbyist Ordinance.....	15
1.25	Federal Earned Income Credit.....	15
1.26	Consideration of GAIN/GROW Participants for Employment	15
1.27	County’s Quality Assurance Plan	16
1.28	Recycled Bond Paper.....	16

1.29	Safely Surrendered Baby Law	16
1.30	County Policy on Doing Business with Small Business.....	16
1.31	Jury Service Program	17
1.32	Local Small Business Enterprise Preference Program.....	19
1.33	Local Small Business Enterprise Prompt Payment Program.....	19
1.34	Notification to County of Pending Acquisitions/Mergers by Proposing Company	20
1.35	Social Enterprise Preference Program	20
1.36	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)	21
1.37	Defaulted Property Tax Reduction Program	21
1.38	Disabled Veteran Business Enterprise Preference Program.....	21
1.39	Time Off for Voting	22
1.40	Vendor’s Acknowledgement of County’s Commitment to Zero Tolerance Human Trafficking	22
2.0	INSTRUCTIONS TO VENDORS	23
2.1	County Responsibility.....	23
2.2	Truth and Accuracy of Representations	23
2.3	Request for Statement of Qualifications Timetable.....	23
2.4	Solicitation Requirements Review	24
2.5	Vendors’ Questions.....	25
2.6	Preparation and Format of the Statement of Qualifications	26
2.7	Statement of Qualifications Submission/Deadline	34
2.8	Acceptance of Terms and Conditions of Master Agreement.....	35
2.9	Statement of Qualifications Withdrawals	35
3.0	STATEMENT OF QUALIFICATIONS REVIEW/SELECTION/QUALIFICATION PROCESS.....	36
3.1	Review Process	36
3.2	Disqualification Review	37
3.3	Selection/Qualification Process.....	38
3.4	Master Agreement Award	38

APPENDICES

- Appendix A – Required Forms**
- Appendix B – Transmittal Form to Request a RFSQ Solicitation Requirements Review**
- Appendix C – County of Los Angeles Policy of Doing Business with Small Business**
- Appendix D – Jury Service Ordinance**
- Appendix E – Listing of Contractors Debarred in Los Angeles County**
- Appendix F – IRS Notice 1015**
- Appendix G – Safely Surrendered Baby Law**
- Appendix H – Sample Master Agreement**
- Appendix I – Statement of Work**
- Appendix J – Defaulted Property Tax Reduction Program**
- Appendix K – Official Statement**

1.0 GENERAL INFORMATION

The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing a Request for Statement of Qualifications (RFSQ) for Firms to provide Municipal Advisory Services.

The County is authorized under California Government Code Section 31000 to contract for special services on behalf of the County. Pursuant to this authority, the County may contract with private businesses for the provision of Municipal Advisory Services. Pursuant to California Government Code Section 23005, the TTC will seek approval from the Board of Supervisors (Board) to execute and administer Master Agreements with qualified Firms to form the Municipal Advisory Pool (Pool).

The Municipal Advisory Services detailed in the RFSQ are synonymous with "municipal advisory activities" as defined by the Securities and Exchange Commission (SEC). The Securities and Exchange Act of 1934 Rule 15Ba1-1(e) defines municipal advisory activities to mean: providing advice to or on behalf of a municipal entity regarding municipal financial products or issuing municipal securities, including advice regarding the structure, timing, terms, and other similar matters concerning such financial products or issues. A detailed description of the scope of Municipal Advisory Services can be found in Appendix I, Statement of Work (SOW), Paragraph 3.0, Scope of Services of the RFSQ.

In 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) established a federal regulatory framework that required municipal advisors to register with the SEC, effective October 1, 2010, and instituted a statutory fiduciary duty to Municipal Entity clients. The SEC adopted an interim final rule to establish a temporary means for municipal advisors to satisfy the registration requirement. The final rules for municipal advisor registration became effective July 1, 2014. The Dodd-Frank Act also granted the Municipal Securities Rulemaking Board (MSRB) authority to regulate municipal advisors engaging in municipal advisory activities. Municipal advisors are subject to a variety of rules promulgated by the MSRB that establish core standards of conduct for municipal advisors. All prospective Firms who apply to be in the Pool must be registered as municipal advisors with the SEC and the MSRB at the time of their RFSQ response submissions.

It is the intent of the TTC to utilize Firms throughout the term of the Master Agreements on an as-needed basis, as determined by the TTC in its sole discretion, for the provision of Municipal Advisory Services.

1.1. General Overview

1.1.1 Background

The County is one of the largest and the most populous counties in the nation. With an estimated population of 10.2 million, the County has a larger population than 43 states, and represents approximately 26 percent of California's total population. As a subdivision of the State of California (State), the County is responsible for providing a wide range of government services required by State law, including law enforcement, property assessment, tax collection, public health protection, and public social services. In addition, the County is responsible for providing municipal services to the unincorporated areas of the County and certain municipal services to incorporated cities on a contract fee-for-service basis, such as law enforcement and fire protection. Funding for County programs and services are primarily from the State and Federal Government, the County's share of property tax revenue, and fees for services rendered. More detailed information is available on the County website at www.lacounty.gov.

The County is a frequent issuer of debt securities, with strong name recognition in the national fixed-income markets. The TTC is responsible for the debt issuance process to finance cash flow requirements and various capital construction and improvement projects on behalf of the County and its affiliated agencies and districts. More detailed financial information on the County and its related financing programs and debt profile is available on the investor information page of the TTC website at <http://ttc.lacounty.gov/Proptax/Investor.htm>.

1.1.2 Anticipated Debt Financing Projects and Programs

The County's anticipated debt financing projects and programs over the proposed term of the Master Agreement are likely to include the following:

- 1.1.2.1 Annual issuance of Tax and Revenue Anticipation Notes.
- 1.1.2.2 One or more medium-term lease-revenue bond financings to fund the County's capital equipment needs.
- 1.1.2.3 One or more long-term lease-revenue bond financings to fund major capital construction projects.

- 1.1.2.4 One or more successor Redevelopment Agency bond financings.
- 1.1.2.5 One or more land secured financings, including Community Facilities Districts, and County Improvement Districts.
- 1.1.2.6 Restructuring of bank credit facilities supporting the issuance of short-term lease-revenue notes related to the commercial paper program.

1.2 Overview of Solicitation Documents

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Minimum Qualifications, provides information regarding some of the requirements of the Master Agreement, and the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors of how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS REVIEW, SELECTION, AND QUALIFICATION PROCESS:** Explains to Vendors the manner in which the TTC reviews the SOQ.
- **APPENDICES:**
 - **APPENDIX A - REQUIRED FORMS:** Forms contained in this section **must** be completed and included in the SOQ.
 - **APPENDIX B - TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to the TTC requesting a Solicitation Requirements Review.
 - **APPENDIX C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** Chapter 2.204 of the County Code.
 - **APPENDIX D - JURY SERVICE ORDINANCE:** Chapter 2.203 of the County Code.
 - **APPENDIX E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors that are not allowed to Contract with the County for a specific length of time.

- **APPENDIX F - IRS NOTICE 1015:** Provides information on the Federal Earned Income Credit.
- **APPENDIX G - SAFELY SURRENDERED BABY LAW:** A County program.
- **APPENDIX H – SAMPLE MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- **APPENDIX I - STATEMENT OF WORK (SOW):** The SOW explains in detail the services the Contractor is required to perform.
- **APPENDIX J - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** Chapter 2.206 of the County Code.
- **APPENDIX K - OFFICIAL STATEMENT**

1.3 Terms and Definitions

The headings in the RFSQ are for convenience and reference only and do not define the scope of any provisions in the RFSQ. The definitions shall be construed to have the meanings indicated, unless another meaning is apparent from the context in which the term is used. For your convenience, definitions are located in Appendix H, Sample Master Agreement, Paragraph 2.0, Definitions.

1.4 Vendor's Minimum Qualifications

The TTC invites interested and qualified Firms that meet the Minimum Qualifications stated below to submit an SOQ. For all Minimum Qualifications below, Firm shall attest it meets or does not meet each Qualification on Appendix A, Required Forms, Exhibit 1A, Firm's Organization Questionnaire/Affidavit and CBE Information, page 2.

- 1.4.1 Firm must be an independent municipal advisory firm that is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Firm must provide proof of registration as a municipal advisor with the SEC and its MSRB registration number.
- 1.4.2 Firm must not provide underwriting services and/or be a participant in the County's current Underwriter Pool at the time of the SOQ submission and throughout the term of the Master Agreement.

- 1.4.3 Firm must have a minimum of five years, within the last ten years, of professional public finance experience nationally. If a firm does not meet this requirement, then at least one principal and/or owner of the firm, who will be responsible for the provision of services to the County, under the Master Agreement, must have a minimum of ten years of professional experience in public finance within the last ten years.
- 1.4.4 Firm must maintain a business office in the Los Angeles metropolitan area, which includes Los Angeles County and any of the counties that border it. Firm must provide the address of its business office in its proposal.
- 1.4.5 Firm must provide a list of Municipal Advisory Services performed for a minimum of ten financing projects for Municipal Entities in California, which resulted in the issuance of debt securities or debt instruments, such as short-term notes, lease-revenue bonds, general obligation bonds and letters of credit or other types of credit facilities since January 1, 2012.
- 1.4.6 Firm must be able to demonstrate that it meets a net capitalization requirement of \$50,000 by providing financial statements as required in Subparagraph 2.6.4, Financial Capability.
- 1.4.7 Firm must attest to its capability and intention to perform all of the services listed in Appendix I, Statement of Work, Paragraph 3.0, Scope of Services of this RFSQ by completing Appendix A, Required Forms, Exhibit 1A, Contractor's Organization Questionnaire/Affidavit and CBE Information.
- 1.4.8 Firm must comply with the RFSQ format and other requirements set forth in Paragraph 2.0, Instructions to Firms, of this RFSQ when submitting its SOQ.
- 1.4.9 Firm must agree to comply with the TTC's requirement prohibiting municipal advisory Firms from making cash contributions or providing in-kind services to promote or facilitate California school or community college district campaigns for general obligation bond ballot measures. Furthermore, Firms must also comply with related restrictions promulgated by the MSRB in Rule G-37.
- 1.4.10 **All potential Firms must be registered in the County's WebVen by or before the submission of their respective SOQ.** The County requires that all Firms that wish to respond to this RFSQ must be registered through the Los Angeles County Vendor

Registration (Webven) website at <https://camisvr.co.la.ca.us/webven/submit>. Firms will need to have completed the registration process in Webven prior to submitting their SOQs and provide proof of WebVen registration, by listing its County WebVen Number on Appendix A, Required Forms, Exhibit 1A, Contractor's Organization Questionnaire/Affidavit and CBE Information.

- 1.4.11 Firm or principal owner(s) must not appear on the Listing of Contractors Debarred in the County.

1.5 Intentionally Omitted

1.6 Master Agreement Process

- 1.6.1 The objective of this RFSQ is to establish a Pool of Firms to provide Municipal Advisory Services for the County. A Firm must meet all requirements of this RFSQ in order to be included in the Pool.
- 1.6.2 The TTC will review each SOQ that a Firm submits by the initial SOQ submission deadline identified in Subparagraph 2.3 and determine if the Firm meets all requirements of this RFSQ. The TTC will seek approval from the Board to execute and administer Master Agreements with qualified Firms and establish an initial Pool.
- 1.6.3 The TTC may, at its sole discretion, continue to accept SOQs after the initial deadline for inclusion in the Pool until such time as the TTC determines that the number of Firms in the Pool is sufficient to meet the needs of the County.
- 1.6.4 The TTC may, at its sole discretion, elect to stop accepting SOQs at any time after the initial deadline.
- 1.6.5 The Master Agreement sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

1.7 Master Agreement Term

- 1.7.1 The Master Agreement Term shall be for a period of three years commencing upon the execution of the first individual Master Agreement, unless sooner terminated or extended, with up to three one-year renewal options, for a maximum total Master Agreement Term of six years. The Master Agreement is deemed executed

upon the Firm's signature and thereafter, the approval and signature of the Treasurer and Tax Collector, as authorized by the Board.

1.7.2 Option periods will be exercised at the sole discretion of the Treasurer and Tax Collector or his designee, as authorized by the Board.

1.8 County Rights and Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that what is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, a prospective Firm's failure to respond to the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and mailed, emailed or faxed as follows:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012
E-mail Address: contracts@ttc.lacounty.gov
Fax Number: (213) 687-4857
Attn: Steve Elizondo

Firms may not contact County personnel other than the person specified above, regarding this solicitation. If the TTC discovers that a Firm contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, the TTC, in its sole determination, may disqualify the Firm's SOQ from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

All potential Firms must be registered in the County's WebVen by or before the submission of their respective SOQ. The County requires that all vendors that wish to respond to this RFSQ must be registered through the Los Angeles County Vendor Registration (WebVen) website at <https://camisvr.co.la.ca.us/webven/> . The County's WebVen contains the Firm's business profile and identifies the goods/services the business provides.

Firms will need to have completed the registration process in WebVen prior to submitting their SOQs and provide proof of WebVen registration, by listing its County WebVen Number on Appendix A, Required Forms, Exhibit 1A, Contractor's Organization Questionnaire/Affidavit and CBE Information.

1.11 TTC Option to Reject Statement of Qualifications

The County may, at its sole discretion, reject any or all SOQs submitted in response to this RFSQ or may, in its sole discretion, decline to award a Master Agreement, and may cancel the RFSQ in its entirety at any time prior to award of a Master Agreement. The County shall not be liable for costs incurred by a Firm in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Firm may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in Subparagraph 1.12.3 below. Additionally, any actual Firm may request a review of a disqualification under such a solicitation, as described in the Subparagraphs below.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Master Agreement based on a Firm protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

1.12.3 Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of the TTC's determination or action should be limited to the following:

- Review of the Solicitation Requirements (Reference Subparagraph 2.4, Solicitation Requirements Review)
- Review of a Disqualified SOQ (Reference Subparagraph 3.2, Disqualification Review)

1.13 Notice to Vendors Regarding California Public Records Act

1.13.1 Responses to this RFSQ shall become the exclusive property of the County. The TTC will seek approval, at such time as, when the TTC recommends the qualified Firm(s) to the Board and such recommendation appears on the Board agenda, all SOQs submitted in response to this RFSQ become a matter of public record, with the exception of those parts of each SOQ, which are justifiably defined and identified by the Firm as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Firm must specifically label only those provisions of its SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.14 Indemnification and Insurance

Firm shall be required to comply with the Indemnification provisions contained in Appendix H, Sample Master Agreement, Subparagraph 8.23, Indemnification. Firm shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix H, Sample Master Agreement, Subparagraphs 8.24, and 8.25.

1.15 Intentionally Omitted

1.16 Injury & Illness Prevention Program

Firm shall be required to comply with the state of California's CalOSHA regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program that addresses hazards pertaining to the particular workplace covered by the program.

1.17 Background and Security Investigations

The TTC has determined, in its sole discretion, that each of the Firm's staff performing work under this Master Agreement is in a designated sensitive position and will undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Master Agreement.

The background investigation must include, but may not be limited to, submitting fingerprints to the California DOJ to include State, Local, and Federal level review, which must include, but may not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to; bribery; robbery; theft; fraud; embezzlement; forgery; extortion and perjury; possession, sale or attempt to sell a controlled substance; possession, sale or attempt to sell stolen property; or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with the background investigation shall be at the expense of the Contractor, regardless the Firm's staff passes or fails the background investigation.

1.18 Confidentiality and Independent Contractor Status

The Firm shall comply with the Confidentiality provision Subparagraph 7.7 and the Independent Contractor Status Subparagraph 8.22 in Appendix H, Sample Master Agreement.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Firm for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Firm or have any other direct or indirect financial interest in the selection of a Firm. An authorized representative of the Firm shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix A, Required Forms Exhibit 2, Certification of No Conflict of Interest.

1.20 Determination of Vendor Responsibility

- 1.20.1 A responsible Firm is a Firm who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Firms.
- 1.20.2 Firms are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Firm is responsible based on a review of the Firm's performance on any Contracts including, but not limited to, County Master Agreements. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Firm against public entities. Labor law violations, which are the fault of the subcontractors and of which the Firm had no knowledge, shall not be the basis of a determination that the Firm is not responsible.
- 1.20.3 The County may declare a Firm to be non-responsible for purposes of the Master Agreement if the Board, in its discretion, finds that the Firm has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Firm's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.20.4 If there is evidence that the Firm may not be responsible, the TTC will notify the Firm in writing of the evidence relating to the Firm's responsibility, and its intention to recommend to the Board that the Firm be found not responsible. The TTC shall provide the Firm and/or the Firm's representative with an opportunity to present evidence as to why the Firm should be found to be responsible and to rebut the evidence which is the basis for the TTC's recommendation.
- 1.20.5 If the Firm presents evidence in rebuttal to the TTC, the TTC shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Firm shall reside with the Board.

1.20.6 These terms shall also apply to proposed subcontractors of Firms on County contracts, pursuant to Appendix I, SOW, Subparagraph 7.6, Approval of Contractor's Staff.

1.21 Vendor Debarment

1.21.1 The Firm is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Firm from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Firm's existing contracts with the County, if the Board finds, in its sole discretion, that the Firm has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Firm's quality, fitness or capacity to perform a Contract with the County any other public entity, or nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.21.2 If there is evidence that the Firm may be subject to debarment, the TTC shall notify the Firm in writing of the evidence which is the basis for the proposed debarment, and shall advise the Firm of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.21.3 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Firm and/or Firm's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which will contain a recommendation regarding whether the Firm should be debarred, and, if so, the appropriate length of time of the debarment. The Firm and the TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

1.21.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify,

deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 1.21.5 If a Firm has been debarred for a period longer than five years, that Firm may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Firm has adequately demonstrated one or more of the following:
- (1) elimination of the grounds for which the debarment was imposed;
 - (2) a bona fide change in ownership or management;
 - (3) material evidence discovered after debarment was imposed; or
 - (4) any other reason that is in the best interests of the County.
- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where: (1) the Firm has been debarred for a period of longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.8 These terms shall also apply to proposed subcontractors of Firms on County contracts.
- 1.21.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the County's Debarment List.

1.22 Contractor's Adherence to County Child Support Compliance Program

Firms shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Firm (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Firm with the implication, suggestion, or statement that the Firm's provision of the consideration may secure more favorable treatment for the Firm in the award of a Master Agreement or that the Firm's failure to provide such consideration may negatively affect the County's consideration of the Firm's submission. A Firm shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.23.2 Vendor Notification to County

A Firm shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Firm's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

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

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the “Lobbyist Ordinance,” defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found at [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Firm to review the ordinance as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Firm is in full compliance with Chapter 2.160 of the County Code and each such County Lobbyist is not on the Executive Office’s List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A, Required Forms Exhibit 5, as part of its SOQ.

1.25 Federal Earned Income Credit

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

1.26 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, the Firms shall demonstrate a proven record of hiring qualified participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Firms shall attest to a willingness to provide employed GAIN/GROW participants access to the Firm’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Firms who are unable to meet this requirement shall not be considered for a Master Agreement.

Firms shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A, Required Forms, Exhibit 9, as part of their SOQ.

1.27 County's Quality Assurance Plan

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will monitor the Firm's performance under the Master Agreement and Work Order on an annual basis. Such monitoring will include assessing the Firm's compliance with all terms in the Master Agreement and performance standards specified in the Work Order. Firm's deficiencies which the County determines to be significant or continuing and that may jeopardize the performance of this Master Agreement and subsequent Work Orders may be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Firm. If improvement does not occur with the corrective action measures, the County may terminate the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

1.28 Recycled Bond Paper

The Firm shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H, Sample Master Agreement, Subparagraph 8.39, Recycled Bond Paper.

1.29 Safely Surrendered Baby Law

The Firm shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Appendix G, Safely Surrendered Baby Law, of this solicitation document. Additional information is available at www.babysafela.org.

1.30 County Policy on Doing Business with Small Business

- 1.30.1 The Board encourages small business participation in the County's contracting process by constantly streamlining and simplifying the selection process and expanding opportunities for small businesses to compete for County business.
- 1.30.2 The Local Small Business Enterprise (LSBE) Preference Program requires the business to complete a certification process. This program and how to obtain certification are further explained in

Paragraph 1.32, Local Small Business Enterprise Preference Program of this Paragraph.

- 1.30.3 The Jury Service Program provides exceptions to the Jury Service Program, if a company qualifies as a Small Business. It is important to note that each Jury Service Program has a different definition for Small Business. You may qualify as a Small Business in one Program, but not the other. Further explanation of the Jury Service Program is provided in Paragraph 1.31, Jury Service Program in this Paragraph.
- 1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C.

1.31 Jury Service Program

To the extent applicable, the Jury Service Program applies to all of a Firm's full-time California employees, even those not working specifically on the County Master Agreement.

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program) (Los Angeles County Code, Chapter 2.203). Prospective Firms should carefully read the Jury Service Program, Appendix D, and the pertinent jury service provisions of the Appendix H, Sample Master Agreement, Subparagraph 8.8, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Firms and their Subcontractors.

SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.31.1 The Jury Service Program requires Firms and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Firm, 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 Firm or that the Firm deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Firm and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Firm has

a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Firm's full-time California employees, even those not working specifically on the County Master Agreement. 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.

- 1.31.2 There are two ways, in which, a Firm might not be subject to the Jury Service Program. The first is if the Firm does not fall within the Jury Service Program's definition of "Firm." The Jury Service Program defines "Firm" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Firm 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. The second is if the Firm meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Firms that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this Master Agreement is less than \$500,000; and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Firms that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Firm is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.31.3 If a Firm does not fall within the Jury Service Program's definition of "Firm" or if it meets any of the exceptions to the Jury Service Program, then the Firm must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A, Required Forms, Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Firm's application, the County will determine, in its sole discretion, whether the Firm falls within the definition of Firm or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.32 Local Small Business Enterprise Preference Program (*Not Applicable for Businesses Located Outside of the County*)

- 1.32.1 In reviewing Work Order Bids/SOQs, the County will give Local Small Business Enterprise (LSBE) preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in the County for a period of at least one year, or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in the County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 1.32.2 To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- 1.32.3 Certified LSBEs may only request the preference in each of its Work Order Bid/SOQ responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid/SOQ response and submit a letter of certification from the DCBA with its bid/SOQ.
- 1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.33 Local Small Business Enterprise Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Firm shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Firm is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Firm on Required Form, Exhibit 1A, Vendor's Organization Questionnaire/Affidavit and CBE Information located in Appendix A. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Social Enterprise Preference Program

- 1.35.1 In reviewing Work Order Bids/SOQs, the County will give preference during the solicitation process to businesses that meet the definition of a Social Enterprise (SE), consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
- 1) A business that qualifies as an SE and has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - 2) A business certified by the DCBA as an SE.
- 1.35.2 The DCBA shall certify that an SE meets the criteria set forth in Subparagraph 1.35.1.
- 1.35.3 Certified SEs may only request the preference in each of its Work Order Bid/SOQ responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid/SOQ response and submit a letter of certification from the DCBA with its bid/SOQ.
- 1.35.4 Further information on SEs is also available on the DCBA's website at <http://dcba.lacounty.gov>.

1.36 Intentionally Omitted

1.37 Defaulted Property Tax Reduction Program

The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program (Defaulted Tax Program) (Los Angeles County Code, Chapter 2.206). Prospective Firms should carefully read the Defaulted Tax Program Ordinance, Appendix J, and the pertinent provisions of the Sample Master Agreement, Appendix H, Subparagraph 8.51 and 8.52, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Firms and their Subcontractors.

Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing a Certification of Compliance with the County's Defaulted Property Tax Reduction Program, Exhibit 11 in Appendix A, Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliance Firm (Los Angeles County Code, Chapter 2.202).

SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.38 Disabled Veteran Business Enterprise Preference Program

1.38.1 In reviewing Work Order Bids/SOQs, the County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise Preference Program (DVBE), consistent with Chapter 2.211 of the County Code.

A DVBE Firm is defined as:

- 1) A business which is certified by the State as a DVBE; or
- 2) A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.

3) A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.38.2 The DCBA shall certify that a DVBE is currently certified by the State, by the U.S. Department of Veteran Affairs, or is determined by the DCBA's inclusion policy that meets the criteria set forth by the agencies in Subparagraph 1.38.1, 1 or 2 above.

1.38.3 Certified DVBEs may only request the preference in each of its Work Order Bid/SOQ responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid/SOQ response and submit a letter of certification from the DCBA with its bid/SOQ.

1.38.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.

1.38.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at <http://www.vetbiz.gov/>.

1.39 Time Off for Voting

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

1.40 Vendor's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits the Firms engaged in human

trafficking from receiving Contract awards or performing services under a County Contract.

Firms are required to complete Exhibit 12, Zero Tolerance Human Trafficking Policy Certification, in Appendix A, Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Paragraph 8.55, Compliance with County's Zero Tolerance Human Trafficking Policy, of Appendix H, Sample Master Agreement. Further, Firms are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

2.0 INSTRUCTIONS TO VENDORS

This Paragraph contains key project dates and activities as well as instructions to Firms in how to prepare and submit their SOQ.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Treasurer and Tax Collector's sole judgment, and his judgment shall be final.

2.3 Request for Statement of Qualifications Timetable

The timetable for this RFSQ is as follows:

(Please note that all times listed below are Pacific Time [PT].)

- Release of RFSQ Friday, March 9, 2018
- Written Questions due by 5:00 p.m.,
..... Friday, March 16, 2018
- Request for a Solicitation Requirements Review Due.....
..... Friday, March 23, 2018

- Questions and Answers Released (on or around)
..... Friday, March 23, 2018
- **SOQ due by 5:00 p.m., PT (Initial Deadline).....**
.....**Friday, March 30, 2018**

(TTC staff will review SOQs submitted on or before the initial SOQ submission deadline to determine if the Firms met all requirements of the RFSQ. The TTC will seek approval from the Board to execute and administer Master Agreements with qualified Firms that submitted SOQs by the initial submission deadline to establish the initial Pool. After the establishment of the initial pool, the TTC may, at its sole discretion, continue to accept and review SOQs submitted after the initial deadline. If the TTC elects to accept SOQs after the initial submission deadline, the TTC will add those Firms that meet all requirements of the RFSQ to the Pool, as authorized by the Board.)

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B, Transmittal Form to Request a Solicitation Requirements Review, to the TTC conducting the solicitation as described in the Subparagraph. A request for a Solicitation Requirements Review may be denied, in the TTC's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days after the issuance of the RFSQ.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and a factual basis for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the Minimum Qualifications, evaluation criteria, and/or business requirements unfairly disadvantaged the person or entity; or

- b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Firms.

The Solicitation Requirements Review shall be completed on or before March 23, 2018, and the TTC's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the due date.

Requests for Solicitation Requirements Review shall be submitted to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012
Attn: Steve Elizondo

2.5 Vendor Questions

Firms may submit written questions regarding this RFSQ by mail, fax, or email to the individual identified below. All questions must be received by **Friday, March 16, 2018, at 5:00 p.m. PT**. It is the sole responsibility of the submitting Firm that the TTC receives its written questions before this deadline. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions, please specify the RFSQ section number, paragraph number, page number, and quote the language that prompted the question. The County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of Minimum Qualifications, evaluation criteria, and/or business requirements would unfairly disadvantage Firms, or due to unclear instructions, may result in the County not receiving the best possible responses from Firm.

Questions should be addressed to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012
Email Address: contracts@ttc.lacounty.gov
Fax Number: (213) 687- 4857
Attn: Steve Elizondo

2.6 Preparation and Format of the Statement of Qualifications

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

All SOQs must be printed on 8 ½ x 11 white bond paper, bound and submitted in the prescribed format. Section tabs are not required but may be included to improve readability. The original SOQ and each copy shall be individually bound in a secure manner with a protective covering that allows for easy removal of documents marked proprietary or confidential. The SOQs are to be made based on the contents of this RFSQ and according to the format indicated in Subparagraph 2.4, Item d. The County shall assume no responsibility for any misunderstanding or representations concerning information provided, or conditions given, by any of its employees prior to the execution of a Master Agreement unless it is included in the RFSQ or in an addendum to the RFSQ.

In preparing the written SOQ, the Firm should do so in its own words and not copy the language in the RFSQ. The Firm should ensure that the SOQ responds completely and thoroughly to all of the requirements set forth in this RFSQ. The objective of the SOQ submission is for the TTC to ascertain the Firm's ability to provide or exceed the required services. In addition, specific information is requested from all Firms to ensure that the SOQs can be fairly compared and evaluated in a standard manner. Only that information which is contained in the SOQ will be reviewed.

The content and sequence of the SOQ must be as follows:

- Transmittal Letter
- Table of Contents
- Vendor's Qualifications (Section A)

- Financial Capability (Section B)
- Required Forms (Section C)
- Proof of Insurability (Section D)
- Proof of Licenses (Section E)
- Proposed Fees/Compensation (Section F)

2.6.1 Transmittal Letter

The Transmittal Letter must be a maximum of two singled-spaced pages on the Firm's stationary. The transmittal letter must include the Firm's name, address, telephone, email address, and facsimile numbers of the contact person who will be authorized to represent the Firm. **The Transmittal Letter must bear the signature of the person authorized to sign on behalf of the Firm and to bind the applicant in a Master Agreement.** The letter shall indicate whether or not the Firm intends to perform the Master Agreement as a single Firm. The letter must contain a statement indicating that the Firm will bear sole and complete responsibility for all work as defined in Appendix I, SOW.

2.6.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.6.3 Vendor's Qualifications (Section A)

To demonstrate that the Firm's organization has the experience to perform the required services the following sections must be included:

The following sections must be included:

A. Vendor's Background and Experience (Section A.1)

The Firm shall complete, sign, and date the Firm's Organization Questionnaire/Affidavit and CBE Information, Exhibit 1A as set forth in Appendix A. **The person signing the form must be authorized to sign on behalf of the Firm and to bind the Firm in a Master Agreement.**

1. Minimum Qualifications

Firm must provide a response to all Minimum Qualifications stated in Subparagraph 1.4, Vendor's Minimum Qualifications demonstrating that it meets the Minimum Qualifications and that it has the capability and intention to perform the required services specified in the RFSQ. In addition, the Firm shall complete and submit Exhibit 1B, Staff Background and Experience.

2. Questionnaire Response

Firm must provide responses to all of the items listed below. Responses should be sufficiently detailed and clearly demonstrate Firm's overall understanding and ability to perform the services requested in the RFSQ.

a. General Firm Information

- i) Identify all professional licenses and registrations held by principals in the firm.
- ii) Provide a description of the firm's size (e.g., the current number of employees and offices currently operating locally and nationally, if applicable). Provide a description of the firm's organizational structure for the specific office where proposed staff to be assigned to the County will be located. Include addresses of all relevant firm offices.
- iii) Describe any formal business relationships or compensation agreements with underwriters that your firm currently has or has had during the past two years in which your firm served as a municipal advisor. If none, include a statement to that effect.
- iv) Describe any formal business relationships or compensation agreements with providers of credit enhancement, financial products, securities or investments that your firm currently has or has had during the past two years related to the marketing and

structuring of derivative products, interest rate swaps, guaranteed investments contracts or other similar products. If none, include a statement to that effect.

b. Firm Services

- i) Describe the scope of Municipal Advisory Services that your firm can provide to the County, which includes the services described in Appendix I, SOW. For the staff you propose to assign to this Master Agreement, describe their areas of specialized experience.

Note: Shall not exceed two pages.

- ii) Describe your firm's experience, qualifications and methodology in providing municipal advisory services for each of the following types of financing obligations issued by the Municipal Entities in California:

- 1) Lease Revenue Bonds or Certificate Of Participation
- 2) Short-term Notes
- 3) Tax and Revenue Anticipation Notes
- 4) Land Secured Financings
- 5) Successor Redevelopment Agency Bonds
- 6) Post-issuance compliance, which may include continuing disclosure, computing and reporting arbitrage, and other regulatory compliance obligations

Note: Shall not exceed eight pages total.

- iii) For staff you propose to assign to this Master Agreement, indicate and provide an explanation of whether and under what circumstance(s) they have previously been removed from a client's engagement.

- iv) Identify the firm principal(s) and staff that will be assigned to the County. For each individual, provide, at a minimum, the level of education completed, professional licenses and certifications held, number of years of public finance experience, number of years with the firm and a description of their experience and qualifications to serve as a municipal advisor to the County.

Note: Shall not exceed three pages total.

- v) Provide a list of the individual California municipal financing projects for which your firm served as a municipal advisor for the three-year period from January 1, 2015, through December 31, 2017. Include the term of assignment (i.e., start/end date), indicate if the transaction was a negotiated or competitive sale, and provide the par amount of any debt securities issued pursuant to the assignment.

Note: Provide total number of financing projects and the par amounts of debt securities issued.

c. Disclosures

- i) Indicate if your firm is currently subject to, or within the past three years been the subject of, an SEC, Financial Industrial Regulatory Authority (FINRA), MSRB, federal, state, or local government inquiry, and/or investigation. If so, describe the nature and disposition of any and all such inquiries or investigations. If none, include a statement to that effect.
- ii) Indicate if your firm, or any staff member of your firm, has been fined and/or sanctioned by the SEC, FINRA, MSRB, federal, state, or local government over the past three

years. If so, describe the nature and disposition of any and all such fines and/or sanctions. If none, include a statement to that effect.

Based on the legal framework of the Firm's organization, the Firm shall submit the required documents below. If the organization's legal framework does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Firm's business organization and authority of individuals to sign Master Agreements.

If the below referenced documents are not available at the time of SOQ submission, Firms must request the appropriate documents from the California Secretary of State or its equivalent from your State and provide a statement on the status of the request.

**Required Support Documents:
Corporations or Limited Liability Company (LLC):**

The Firm must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

For Firms incorporated in another state, please refer to the California Secretary of State website at: <http://www.sos.ca.gov/business-programs/business-entities/faqs/> and under Frequently Asked Questions, click on Form/register, license or terminate a business entity link. Refer to the following questions to determine if you must register with the California Secretary of State:

- Do I have to qualify or register a foreign (out-of-state or out-of-country) business entity?
- How do I qualify or register a foreign (out-of-state or out-of-country) business entity in California?

The TTC is not able to advise Firms incorporated in another State as to whether or not the business must qualify/register to do business in California. Firms should consult with its respective legal counsels on this matter as necessary.

If you determine you are not required to qualify/register with the California Secretary of State, you must provide a conformed copy of the most recent "Statement of Information" or its equivalent from your state.

Limited Partnership:

The Firm must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Vendor's References/Clients (Section A.2)

It is the Firm's sole responsibility to ensure that the name, point of contact's name, title, and phone number for each reference is accurate. The same references may be listed on both forms, Exhibits 6 and 7.

The County may disqualify a Firm if:

- References fail to substantiate the Firm's description of the services provided; or
- References fail to support that the Firm has a continuing pattern of providing capable, productive and skilled personnel, or
- The TTC is unable to reach the Firm's reference with reasonable effort (i.e., three attempts). It is the Firm's responsibility to inform the reference of the TTC's normal working hours, pursuant to Appendix I, SOW, Paragraph 6.0, Work Hours.

The Firm must complete and include Required Forms, Exhibits 6, 7, and 8 as set forth in Appendix A.

- Prospective Vendor References, Exhibit 6: The Firm must provide three verifiable Municipal Entity client references for a minimum of three clients served over the past three years for

whom the Firm provides the same or similar scope of services to those services set forth in this RFSQ. The same references may be listed on both forms, Exhibits 6 and 7. **References for existing or terminated Contracts and/or Subcontracts with the TTC will not be accepted to meet this requirement.**

- Prospective Vendor List of Contracts, Exhibit 7: List must include all contracts for Municipal Advisory Services with Municipal Entities for the last three years. A photocopy of this form should be included if necessary.
- Prospective Vendor List of Terminated Contracts, Exhibit 8: Listing must include any Contracts terminated within the past three years with a reason for termination.

C. Vendor's Pending Litigation and Judgments (Section A.3)

The Firm must identify by name, case and court jurisdiction any pending litigation in which the Firm is involved, enforcement actions by regulators (resulting in fines), or judgments against Firm in the past five years. The Firm must provide a statement describing the size and scope of any pending or threatening litigation against the Firm or principals of the Firm.

2.6.4 Financial Capability (Section B)

Provide copies of the firm's most current and prior two years (for example 2017, 2016, and 2015) financial statements. If audited financial statements are not available, a statement must be provided as to the reason audited statements are not available. Statements should include the firm's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Audited financial statements will be kept confidential, if so stamped on each page. **(Reference General Information, Subparagraph 1.13, Notice to Vendors Regarding the California Public Records Act).**

2.6.5 Required Forms (Section C)

The Firm must include all forms identified in Appendix A, Required Forms.

2.6.6 Proof of Insurability (Section D)

Firm **must** provide proof of insurability that meets all insurance requirements set forth in the Appendix H, Sample Master Agreement, Subparagraphs 8.24 and 8.25. If a Firm does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Firm be selected to receive a Master Agreement award may be submitted with the SOQ. To be selected for an engagement on a specific County financing project, your firm will need to satisfy all of the insurance requirements specified in Appendix H.

Firm must, however, provide proof of insurability within five days of selection to receive a Master Agreement award.

2.6.7 Proof of Licenses (Section E)

Firms must provide copies of all applicable licenses. When a license specifies the post office address of the activity licensed, the licensee may conduct such activity only at the address specified in the license.

2.6.8 Proposed Fees/Compensation (Section F)

This Section F should cover the proposed fees for the requested services. The fees should be stated as an hourly rate for services to be provided by different levels of staff. The Firm must complete Exhibit 13, Proposed Pricing Schedule.

2.7 Statement of Qualifications Submission

The original SOQ and five numbered copies of the original SOQ described in Subparagraph 2.6, shall be bound and formatted in that manner. The original and five complete copies must be submitted in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Firm and bear the words:

**“TREASURER AND TAX COLLECTOR RFSQ FOR MUNICIPAL
ADVISORY SERVICES”**

The SOQ and any related information shall be hand delivered or mailed by the SOQ submission deadline to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 437
Los Angeles, California 90012
Attn: Steve Elizondo

It is the sole responsibility of the submitting Firm to ensure that its SOQ is received on or before the initial SOQ submission deadline referenced in Subparagraph 2.3, to be included in the initial Pool. Submitting Firms shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile or email copies will be accepted.

Any SOQ received after the initial SOQ submission deadline may be accepted in accordance with Subparagraph 1.6, Master Agreement Process. All SOQs shall be firm offers and may not be withdrawn for a period of 120 days following the SOQ submission deadline date.

2.8 Acceptance of Terms and Conditions of Master Agreement

Firms understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H, Sample Master Agreement, of this RFSQ. **The terms and conditions of Appendix H, Sample Master Agreement, of the RFSQ are not negotiable.**

2.9 Statement of Qualifications Withdrawals

The Firm may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012
Attn: Steve Elizondo

3.0 STATEMENT OF QUALIFICATIONS REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

Each SOQ submitted will be subject to a detailed review by TTC staff. Prospective Firms must submit its completed SOQ by March 30, 2018, at 5:00 p.m. PT in order to be considered for the Pool scheduled to commence upon approval and execution of the Master Agreement by the Board.

3.1.1 Adherence to Minimum Qualifications

The TTC shall review the Firm's Organization Questionnaire/Affidavit and CBE Information, Exhibit 1A of Appendix A, Required Forms, and determine if the Firm meets the Minimum Qualifications as outlined in Subparagraph 1.4 of this RFSQ.

Failure of the Firm to comply with the Minimum Qualifications may eliminate its SOQ from any further consideration. The County may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

3.1.2 Vendor's Qualifications (Section A)

The TTC shall review shall include the following:

- Firm's Background and Experience as provided in Section A.1 of the SOQ.
- Firm's References/Clients as provided in Section A.2. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Firm as provided in Section A.3.

3.1.3 Financial Capacity

Review the financial capability provided in **Section B** of the SOQ.

3.1.4 Required Forms

All forms listed in Subparagraph 2.6.5 must be included in **Section C** of the SOQ.

3.1.5 Proof of Insurability

Review the proof of insurability provided in **Section D** of the SOQ.

3.1.6 Proof of Licenses

Review the proof of licenses provided in **Section E** of the SOQ.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because the TTC determined it was a non-responsive SOQ at any time during the review/evaluation process. If the TTC determines that an SOQ is disqualified due to non-responsiveness, the TTC shall notify the Firm in writing.

Upon receipt of the written determination of non-responsiveness, the Firm may submit a written request for a Disqualification Review within the timeframe specified in the written determination. Requests for a Disqualification Review not timely submitted will be denied.

A request for a Disqualification Review may, in the TTC's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The firm/person requesting a Disqualification Review is a Firm;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the TTC's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Firm, in writing, prior to the conclusion of the evaluation process.

3.3 Selection/Qualification Process

The TTC will select responsive, and responsible Firms that have the ability to provide Municipal Advisory Services as described in this RFSQ. Firms that submit SOQs that are incomplete and/or do not follow content and format guidelines as set forth in Instructions to Firms, Subparagraph 2.6, Preparation and Format of the Statement of Qualifications, may be disqualified without further consideration. The selection process will begin with receipt of the SOQ, as specified in Subparagraph 2.3, RFSQ Timetable, of this Request for Statement of Qualifications.

- After the SOQs have been reviewed, the TTC will recommend to the Board a Master Agreement award for eligible Firms. The final award of a Master Agreement is subject to approval by the Board.
- The TTC will reject an SOQ if a Firm, including the principal owner(s) of a Firm, appears on the Listing of Contractors Debarred in the County.

3.4 Master Agreement Award

Firms must meet all the requirements in the RFSQ prior to the TTC considering the Firm for Master Agreement award. The TTC will inform all Firms of the final selections and execute Master Agreements with each selected Firm as explained in Subparagraph 1.6, Master Agreement Process.

The TTC will execute separate Master Agreements with each Firm approved by the Board for a Master Agreement award.

Throughout the term of the Master Agreement, the TTC does not guarantee a minimum workload to any Firm.

APPENDICES

Appendix A	Required Forms
Appendix B	Transmittal Form to Request a RFSQ Solicitation Requirements Review
Appendix C	County of Los Angeles Policy on Doing Business with Small Business
Appendix D	Jury Service Ordinance
Appendix E	Listing of Contractors Debarred in Los Angeles County
Appendix F	IRS Notice 1015
Appendix G	Safely Surrendered Baby Law
Appendix H	Master Agreement
Appendix I	Statement of Work
Appendix J	Defaulted Property Tax Reduction Program
Appendix K	Official Statement

**APPENDIX A
REQUIRED FORMS
TABLE OF CONTENTS**

<u>EXHIBITS</u>	<u>PAGE</u>
1A VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION	1
1B STAFF BACKGROUND AND EXPERIENCE	5
2 CERTIFICATION OF NO CONFLICT OF INTEREST	7
3 VENDOR'S EEO CERTIFICATION	8
4 REQUEST FOR PREFERENCE PROGRAM CONSIDERATION	9
5 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION	10
6 PROSPECTIVE VENDOR REFERENCES	11
7 PROSPECTIVE VENDOR LIST OF CONTRACTS	12
8 PROSPECTIVE VENDOR LIST OF TERMINATED CONTRACTS	13
9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS	14
10 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION	15
11 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	16
12 ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION	17
13 PROPOSED PRICING SCHEDULE	18

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.

1. If your firm is a corporation or limited liability company (LLC)? **Yes** **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

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

3. Is your firm doing business under one or more Doing Business As (DBAs)? **Yes** **No**

If yes, complete:

Name	County of Registration	Year became DBA
------	------------------------	-----------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? **Yes** **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? **Yes** **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

Yes **No** If yes, provide information:

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.4, Vendor's Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below.

Check the appropriate boxes:

- Yes** **No** 1.4.1 Firm must be an independent municipal advisory firm that is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Firm must provide proof of registration as a municipal advisor with the SEC and its MSRB registration number.
- Yes** **No** 1.4.2 Firms must not provide underwriting services and/or be a participant in the County's current Underwriter Pool at the time of the SOQ submission and throughout the term of the Master Agreement.
- Yes** **No** 1.4.3 Firm must have a minimum of five years, within the last ten years, of professional public finance experience nationally. If a firm does not meet this requirement, then at least one principal and/or owner of the firm, who will be responsible for the provision of services to the County, under the Master Agreement, must have a minimum of ten years of professional experience in public finance within the last ten years.
- Yes** **No** 1.4.4 Firm must maintain a business office in the Los Angeles metropolitan area, which includes Los Angeles County and any of the counties that border it. Firm must provide the address of its business office in its proposal.
- Yes** **No** 1.4.5 Firm must provide a list of Municipal Advisory Services performed for a minimum of ten financing projects for Municipal Entities in California which resulted in the issuance of debt securities or debt instruments, such as short-term notes, lease-revenue bonds, general obligation bonds and letters of credit or other types of credit facilities since January 1, 2012.
- Yes** **No** 1.4.6 Firm must be able to demonstrate that it meets a net capitalization requirement of \$50,000 by providing financial statements as required in Subparagraph 2.6.4, Financial Capability.
- Yes** **No** 1.4.7 Firm must attest to its capability and intention to perform all of the services listed in Appendix I, Statement of Work, Paragraph 3.0, Scope of Services of this RFSQ by completing Appendix A, Required Forms, Exhibit 1A, Contractor's Organization Questionnaire/Affidavit and CBE Information.

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

- Yes No 1.4.8 Firm must comply with the RFSQ format and other requirements set forth in Paragraph 2.0, Instructions to Firms, of this RFSQ when submitting its SOQ.
- Yes No 1.4.9 Firms must agree to comply with the TTC's requirement prohibiting municipal advisory Firms from making cash contributions or providing in-kind services to promote or facilitate California school or community college district campaigns for general obligation bond ballot measures. Furthermore, Firms must also comply with related restrictions promulgated by the MSRB in Rule G-37.
- Yes No 1.4.10 All potential Firms must be registered in the County's WebVen by or before the submission of their respective SOQ. The County requires that all Firms that wish to respond to this RFSQ must be registered through the Los Angeles County Vendor Registration (Webven) website at <https://camisvr.co.la.ca.us/webven/submit>. Firms will need to have completed the registration process in Webven prior to submitting their SOQs and provide proof of WebVen registration, by listing its County WebVen Number on Appendix A, Required Forms, Exhibit 1A, Contractor's Organization Questionnaire/Affidavit and CBE Information.
- Yes No 1.4.11 Firms or principal owner(s) must not appear on the Listing of Contractors Debarred in the County.

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

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

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

VENDOR NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
VENDOR OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

STAFF BACKGROUND AND EXPERIENCE

(To be completed for each staff person proposed to provide services under the Master Agreement.)

1. NAME:

2. POSITION/TITLE:

3. NUMBER OF YEARS WITH CURRENT FIRM:

4. TELEPHONE NUMBER:

E-MAIL:

5. EDUCATION AND TRAINING:

Name and Place	Years Attended		Degrees, Certificates, Diplomas Obtained
	From	To	

6. LICENSES/PROFESSIONAL CERTIFICATIONS HELD/EXPIRATION DATES:

7. PROFESSIONAL ORGANIZATION AFFILIATIONS:

8. STAFF EXPERIENCE QUESTIONNAIRE: Please answer the following questions for each staff person that will be assigned to the proposed Municipal Advisor engagement with the County/TTC. Complete and thorough responses will ensure a proper representation of each staff person and the firm. Use additional sheets as necessary.

- a. Provide a description of professional experience with the services described in Section 3.6.3.2, Item 2.b Firm Services. Please indicate the firm or place of employment where such professional experience was acquired. If none, include a statement to that effect.

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Vendor Name

Vendor Official Title

Official's Signature

VENDOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the 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)

REQUEST FOR PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

DCBA certification is attached.

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

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

The Vendor certifies that:

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

Signature: _____ Date: _____

APPENDIX A - REQUIRED FORMS

PROSPECTIVE VENDOR REFERENCES

Vendor's Name: _____

List three references, as required in the RFSQ, Subsection 2.6.3 Vendor's Qualifications, Subsection B, Vendor's References/Clients (Section A.2), where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

PROSPECTIVE VENDOR LIST OF CONTRACTS

Vendor's Name: _____

List of all public entities for which the Vendor has provided service within the last three (3) years as required in the RFSQ, Subsection 2.6.3, Vendor's Qualifications, Subsection B, Vendor's References/Clients (Section A.2). Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract	Type of Service	Dollar Amt.	
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract	Type of Service	Dollar Amt.	
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract	Type of Service	Dollar Amt.	
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract	Type of Service	Dollar Amt.	
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	Term of Contract	Type of Service	Dollar Amt.	

PROSPECTIVE VENDOR LIST OF TERMINATED CONTRACTS

Vendor's Name: _____

List all contracts that have been terminated within the past three (3) years, as required in the RFSQ, Subsection 2.6.3, Vendor's Qualifications, Subsection B, Vendor's References/Clients (Section A.2).

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV

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

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

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

_____YES (subject to verification by County) _____NO

B. Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No.: _____ Fax No.: _____

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

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

Date: _____

APPENDIX A - REQUIRED FORMS

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

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

VENDOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that vendor or a member of his staff performing work under the proposed Contract will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

PROPOSED PRICING SCHEDULE MUNICIPAL ADVISORY SERVICES

Compensation for the services described herein shall be at the following hourly rates:

STAFFING CATEGORY	HOURLY RATE
Chairman/President	
Senior Managing Director	
Managing Director	
Vice President	
Assistant Vice President	
Principal	
Associate	
Analyst	
Other (specify)	
Other (specify)	

In addition to the fees specified above, Municipal Advisor shall be paid, at the time provided for payment of fees, its reasonable and necessary expenses. However, the County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc. Municipal Advisor must provide documentation of reasonable and necessary expenses, including receipts for all items.

TRANSMITTAL FORM TO REQUEST A RFSQ 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.

JURY SERVICE ORDINANCE
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

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

JURY SERVICE ORDINANCE
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

JURY SERVICE ORDINANCE
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2017)

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 2017 are less than \$53,930 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

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.

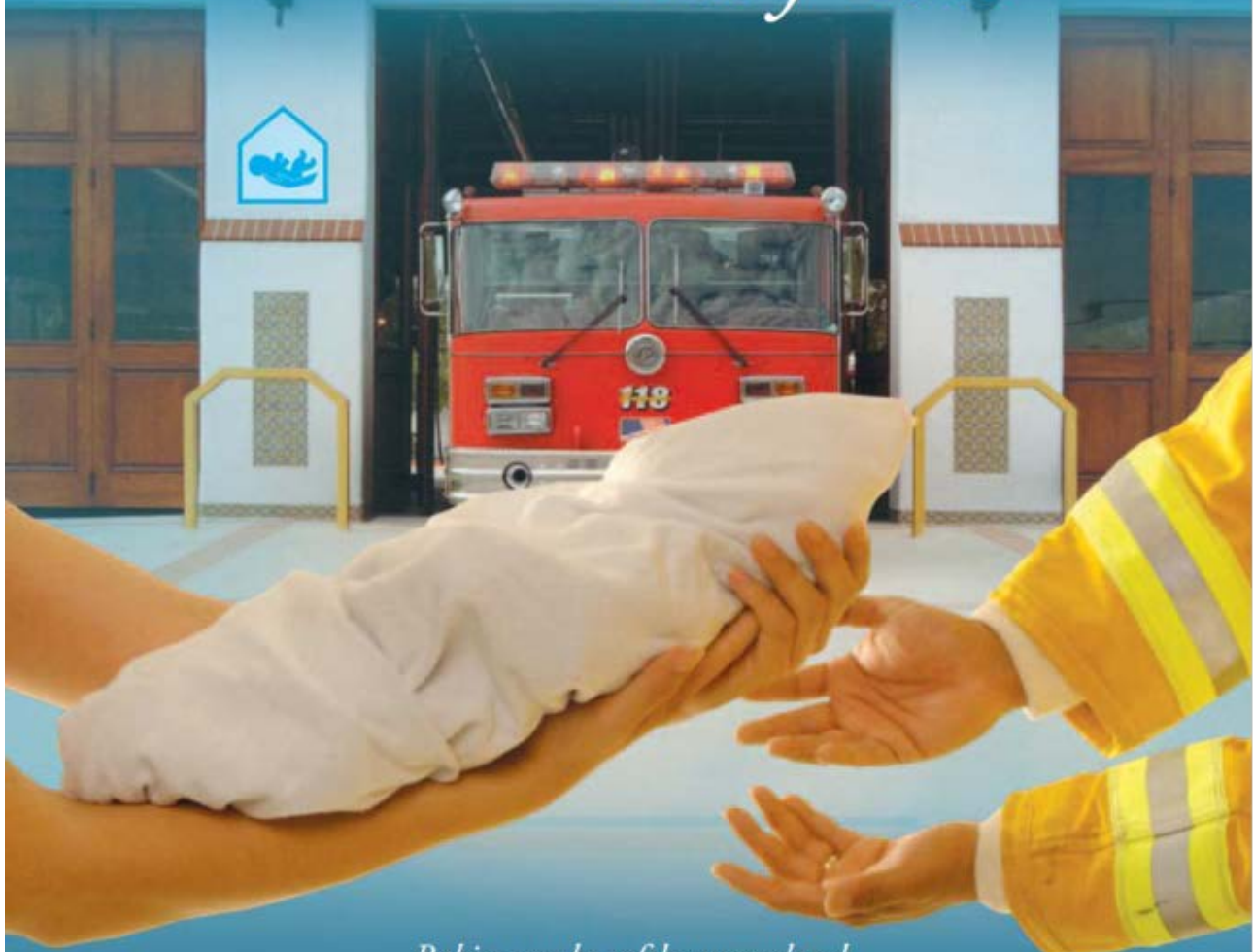
How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 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 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2017)
Cat. No. 205991

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

¿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.



MASTER AGREEMENT

(PLACEHOLDER)

STATEMENT OF WORK

(PLACEHOLDER)

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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;

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

OFFICIAL STATEMENT
No Attachment

A detailed description of the County of Los Angeles, including budgetary, economic, and demographic information is available on the Treasurer's Investor Webpage. For additional information and a copy of the Office Statement please visit the Investor Webpage at <http://ttax.co.la.ca.us/Proptax/Investor.htm>.

APPENDIX H

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

AND

(CONTRACTOR)

FOR

MUNICIPAL ADVISORY SERVICES

**MUNICIPAL ADVISORY SERVICES
SAMPLE MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	3
3.0	WORK	5
4.0	TERM OF MASTER AGREEMENT	5
5.0	CONTRACT RATES	6
6.0	ADMINISTRATION OF MASTER AGREEMENT- COUNTY	9
6.1	COUNTY'S PROJECT DIRECTOR/ ALTERNATE PROJECT DIRECTOR .	9
6.2	COUNTY'S PROJECT MANAGER	10
7.0	ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR	10
7.1	CONTRACTOR'S PROJECT DIRECTOR/ALTERNATE PROJECT DIRECTOR.....	10
7.2	CONTRACTOR'S PROJECT MANAGER	11
7.3	CONTRACTOR'S AUTHORIZED OFFICIAL(S)	11
7.4	APPROVAL OF CONTRACTOR'S STAFF	11
7.5	CONTRACTOR'S FINANCIAL MANAGER	12
7.6	BACKGROUND AND SECURITY INVESTIGATIONS	12
7.7	CONFIDENTIALITY.....	13
8.0	STANDARD TERMS AND CONDITIONS	14
8.1	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS	14
8.2	AUTHORIZATION WARRANTY.....	15
8.3	BUDGET REDUCTIONS.....	15
8.4	CHANGE NOTICES AND AMENDMENTS	16
8.5	COMPLAINTS	16
8.6	COMPLIANCE WITH APPLICABLE LAW	17
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	18
8.8	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM.....	18
8.9	CONFLICT OF INTEREST	20
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	20

**MUNICIPAL ADVISORY SERVICES
SAMPLE MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	20
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	21
8.13	CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	23
8.14	CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM	24
8.15	COUNTY’S QUALITY ASSURANCE PLAN	24
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	24
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.18	FACSIMILE REPRESENTATIONS	25
8.19	FAIR LABOR STANDARDS	26
8.20	FORCE MAJEURE	26
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	26
8.22	INDEPENDENT CONTRACTOR STATUS	27
8.23	INDEMNIFICATION.....	27
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	28
8.25	INSURANCE COVERAGE	32
8.26	LIQUIDATED DAMAGES	33
8.27	MOST FAVORED PUBLIC ENTITY	34
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	34
8.29	NON EXCLUSIVITY	36
8.30	NOTICE OF DELAYS.....	36
8.31	NOTICE OF DISPUTES	36
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	36
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	36
8.34	NOTICES	37
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	37
8.36	PUBLIC RECORDS ACT	37

**MUNICIPAL ADVISORY SERVICES
SAMPLE MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.37	PUBLICITY	38
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	38
8.39	RECYCLED BOND PAPER	40
8.40	SUBCONTRACTING.....	40
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	41
8.42	TERMINATION FOR CONVENIENCE	42
8.43	TERMINATION FOR DEFAULT	42
8.44	TERMINATION FOR IMPROPER CONSIDERATION	44
8.45	TERMINATION FOR INSOLVENCY	44
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	45
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	45
8.48	VALIDITY	45
8.49	WAIVER	45
8.50	WARRANTY AGAINST CONTINGENT FEES	46
8.51	WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	46
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	46
8.53	TIME OFF FOR VOTING	47
8.54	USE OF THE COUNTY SEAL AND/OR THE TTC LOGOS	47
8.55	COMPLIANCE WITH COUNTY’S ZERO TOLERANCE HUMAN TRAFFICKING.....	47
9.0	UNIQUE TERMS AND CONDITIONS.....	48
9.1	INTENTIONALLY OMITTED	48
9.2	LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM ...	48
9.3	SOCIAL ENTERPRISE PREFERENCE PROGRAM.....	49
9.4	DISABLED VETERANS BUSINESS ENTERPRISE PREFERENCE PROGRAM.....	49

**MUNICIPAL ADVISORY SERVICES
SAMPLE MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
9.5	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	51
9.6	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	52
	SIGNATURES.....	53

**MUNICIPAL ADVISORY SERVICES
SAMPLE MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

STANDARD EXHIBITS

- A COUNTY’S ADMINISTRATION**
- B CONTRACTOR’S ADMINISTRATION**
- C CONTRACTOR’S EEO CERTIFICATION**
- D JURY SERVICE ORDINANCE**
- E SAFELY SURRENDERED BABY LAW**
- F INTENTIONALLY OMITTED**
- G PRICING SCHEDULE**

UNIQUE EXHIBITS

- H FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**
 - H1 CERTIFICATION OF EMPLOYEE STATUS
 - H2 CERTIFICATION OF NO CONFLICT OF INTEREST
 - H3 CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
 - H4 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
 - H5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- I SUBSEQUENT EXECUTED WORK ORDERS (NOT ATTACHED)**
- J DEFAULTED PROPERTY TAX PROGRAM**

Appendix H

Sample Master Agreement

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
AND

(Contractor)
FOR
MUNICIPAL ADVISORY SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 2018 by and between the County of Los Angeles, (County), hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide Municipal Advisory Services.

RECITALS

WHEREAS, the County may contract with private businesses for Municipal Advisory Services when certain requirements are met; and

WHEREAS, the Contractor is a private Contractor specializing in providing Municipal Advisory Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Treasurer and Tax Collector to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F - Intentionally Omitted
- 1.7 EXHIBIT G - Pricing Schedule

Unique Exhibits:

- 1.8 EXHIBIT H - Forms Required For Each Work Order Before Work Begins
- 1.9 EXHIBIT I - Subsequent Executed Work Orders
- 1.10 EXHIBIT J - Defaulted Property Tax Program

This Master Agreement and all Exhibits constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Subparagraph 8.4, Change Notices and Amendments, and signed by both parties.

2.0 DEFINITIONS

The headings contained in this Master Agreement are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board of Supervisors:** The Board of Supervisors is the governing body of the County of Los Angeles.
- 2.2 **Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.3 **Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.4 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Master Agreement with the County.
- 2.5 **Contractor's Authorized Official(s):** The person(s) designated by the Contractor in Exhibit B, Contractor's Administration, that the Contractor represents and warrants that all requirements of the Contractor to provide actual authority to such person(s) to execute documents under the Master Agreement on behalf of the Contractor have been fulfilled.
- 2.6 **Contractor's Project Director /Alternate Project Director:** The person(s) designated by the Contractor in Exhibit B, Contractor's Administration, that the Contractor represents shall be the person responsible for the Contractor's day-to-day activities as related to the Master Agreement and who shall coordinate with the County's Project Director on a regular basis with respect to all active Work Orders, as defined in Item 2.16.
- 2.7 **Contractor's Project Manager:** The person designated by the Contractor to manage the day-to-day operations under this Master Agreement.
- 2.8 **County's Project Director /Alternate Project Director:** The County's chief contact person responsible for overseeing contractual and administrative matters relating to this Master Agreement. The County's Project Director/Alternate Project Director is the approving authority for individual Work Order solicitations and executions.
- 2.9 **County's Project Manager:** The person designated by the County's Project Director/Alternate Project Director to manage the day-to-day operations under this Master Agreement.
- 2.10 **Day(s):** Calendar day(s) unless otherwise specified.

- 2.11 Fiscal Year:** The twelve month period beginning July 1st and ending the following June 30th.
- 2.12 Master Agreement:** The County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.13 Municipal Advisory Pool:** Independent registered municipal advisory firms that meet all requirements of this RFSQ and that have executed a Master Agreement with the County.
- 2.14 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request For Statement of Qualifications (RFSQ); has met all requirements listed in the RFSQ and has an executed Master Agreement with the Treasurer and Tax Collector (TTC).
- 2.15 Request for Statement of Qualifications (RFSQ):** A type of procurement solicitation used to select Qualified Contractors to provide specific services to the County through Master Agreements.
- 2.16 Scope of Work/Services:** The work to the Contractor will provide pursuant to this Master Agreement identified in Appendix I, Statement of Work with all Attachments thereto.
- 2.17 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work desired by the County pursuant to the Master Agreement. A subordinate agreement executed wholly within and subject to the provisions of the Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or an SOW.
- 2.18 Statement of Qualifications:** A Contractor's response to an RFSQ.
- 2.19 The Treasurer and Tax Collector:** The Director of the County's Department of the Treasurer and Tax Collector.
- 2.20 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.21 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement in Appendix I, Statement of Work, Sample Work Order Format, for the performance of tasks and/or provision of deliverables as described in a specification or an SOW. No work shall be performed by Contractors in the Municipal Advisory Pool without validly executed Work Orders.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in each Work Order and its related SOW for which the Contractor is contracted.
- 3.2** Work Orders shall generally conform to either Attachment 1.1 or Attachment 1.2, of Appendix I, Statement of Work, Sample Work Order Formats, depending on whether the particular Work Order is to be performed on a Time and Materials basis (see Attachment 1.1) or on a Fixed Price Per Deliverable basis (see Attachment 1.2) as determined by the County. Each Work Order shall include an attached SOW, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.3** If the Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Subparagraph 8.4, Change Notices and Amendments, these shall be gratuitous efforts on the part of the Contractor for which the Contractor shall have no claims in law or in equity against the County.
- 3.4** The TTC procedures for issuing and executing Work Orders are as set forth in this Subparagraph 3.4. Upon determination of the needs for Municipal Advisory Services, the TTC shall issue a Work Order to Contractors in the Municipal Advisory Pool. The TTC will issue Work Orders to the most experienced and qualified Contractor(s) and rotate assignments, to the extent feasible, based upon a Contractor's demonstrated experience, qualification, and specialization.

4.0 TERM OF MASTER AGREEMENT

- 4.1** The Master Agreement Term shall be for a period of three years commencing upon the execution of the first individual Master Agreement, unless sooner terminated or extended, with up to three one-year renewal options, for a maximum total Master Agreement Term of six years. The Master Agreement is deemed executed upon the Contractor's signature and thereafter, the approval and signature of the Treasurer and Tax Collector or his designee, as authorized by the Board.

- 4.2 Optional periods will be exercised at the sole discretion of the Treasurer and Tax Collector or his designee, as authorized by the Board. In the event the Treasurer and Tax Collector desires to renew the Master Agreement by exercising an option term, the Treasurer and Tax Collector shall provide the Contractor with a written notice of intent to renew the Master Agreement 30 calendar days prior to the expiration of the Term of the Master Agreement. The renewal option shall be set forth in writing, as provided in Subparagraph 8.4, Change Notices and Amendments.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the Treasurer and Tax Collector or his designee, will exercise a Master Agreement term extension option.
- 4.4 The Contractor shall notify the TTC when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit A, County's Administration.

5.0 CONTRACT RATES

- 5.1 The Contractor's rates set forth in Exhibit G, Pricing Schedule, shall remain firm and fixed for the duration of the Master Agreement term.
- 5.2 The Contractor shall not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the TTC by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Master Agreement Sum.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF MASTER AGREEMENT

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

5.5 INVOICES AND PAYMENTS

- 5.5.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, the Contractor shall separately invoice the County for each Work Order either:
 - (1) monthly, if performed on a Time and Materials basis (Reference Attachment 1.2) or
 - (2) by deliverable, if performed on a Fixed Price Per Deliverable basis (Reference Attachment 1.2).

- 5.5.2 Payment for all work shall be on either a Time and Materials basis or a Fixed Price Per Deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Subparagraph 8.26, Liquidated Damages.

- 5.5.3 The County shall not pay the Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacations, sick leave, per diem, or miscellaneous expenses, etc.

- 5.5.4 All work performed by, and all invoices submitted by, the Contractor pursuant to Work Orders issued hereunder must receive the written approval of the County's Project Manager, who shall be responsible for a detailed evaluation of the Contractor's performance before approval of work and/or payment of invoices is permitted.

5.5.5 Invoices under this Master Agreement shall contain supporting documentation and shall be submitted to:

County of Los Angeles
Department of Treasurer and Tax Collector
Public Finance Branch
500 West Temple Street – Room 432
Los Angeles, California 90012
Attention: Antoinette Chandler
Assistant Treasurer and Tax Collector

with a copy to:

County of Los Angeles
Department of Treasurer and Tax Collector
Accounts Payable
500 West Temple Street – Room 464
Los Angeles, California 90012

5.5.6 Invoice Content

The period of performance specified in the Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

5.5.6.1 Time and Materials Work Order

Each invoice submitted by the Contractor shall specify:

- The County's numbers for Work Order and the Master Agreement;
- Period of work performance being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

5.5.6.2 Fixed Price Per Deliverable

Each invoice submitted by the Contractor shall specify:

- The County's numbers for Work Order and the Master Agreement;
- Period of work performance being invoiced;

- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.5.6.3 Rates

To be determined upon selection of the Contractor as set forth in Exhibit G, Pricing Schedule.

5.5.7 In compliance with Internal Revenue Service (IRS) requirements, the Contractor shall provide the Contractor's Tax Identification Number on each invoice submitted.

5.5.8 The TTC shall make a reasonable effort to effect payment within thirty calendar days of receipt and approval of the Contractor's submitted invoice.

5.5.9 All invoices submitted by the Contractor pursuant to this Master Agreement are subject to auditing requirements of the County Auditor-Controller (A-C).

5.6 LOCAL SMALL BUSINESS ENTERPRISES – PROMPT PAYMENT PROGRAM

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

COUNTY ADMINISTRATION

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

6.1 COUNTY'S PROJECT DIRECTOR/ALTERNATE PROJECT DIRECTOR

6.1.1 The responsibilities of the County's Project Director/ Alternate Project Director include:

- ensuring that the technical standards and task requirements articulated in an individual Work Order are satisfactorily complied with, and will provide, on request, such information, coordination, documentation, and materials as may be reasonably required by the Contractor to perform Work Orders;
- coordinating and monitoring the work of the Contractor personnel assigned to the Work Order specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting the Contractor performance and progress on any and all Work Orders;
- coordinating with the Contractor's Project Director/Alternate Project Director, on a regular basis, regarding the performance of the Contractor's personnel on each particular project; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.1.2 The County's Project Director/Alternate Project Director does not have the ability to authorize or make any changes in the labor rates or to the terms and conditions of this Master Agreement, except through formally prepared Change Notices and Amendments, Subparagraph 8.4 of this Master Agreement.

6.2 COUNTY'S PROJECT MANAGER

6.2.1 The County's Project Manager is responsible to manage the operations and oversee the day-to-day activities of the Contractor under this Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT—CONTRACTOR

A listing of the Contractor's Administrative personnel referenced in the following Subparagraphs is designated in Exhibit B, Contractor's Administration. The Contractor shall notify the TTC in writing of any change in the names or addresses shown.

7.1 CONTRACTOR'S PROJECT DIRECTOR/ALTERNATE PROJECT DIRECTOR

7.1.1 The Contractor shall provide a Contractor's Project Director/ Alternate Project Director, to act as a liaison for the Contractor in coordinating the Contractor's services.

- 7.1.2 The Contractor's Project Director/Alternate Project Director shall have full authority to act for the Contractor on all matters relating to the Contractor's performance under the terms and conditions of the Master Agreement, including any and all executed Work Orders.
- 7.1.3 The Contractor's Project Director/Alternate Project Director shall be available during work hours from 8:00 a.m. until 5:00 p.m. Pacific Standard Time, Monday through Friday for telephone consultation and to meet with the County's Project Director/Alternate Project Director to discuss project services.
- 7.1.4 All personnel assigned by the Contractor to perform services for the TTC shall at all times be employees of the Contractor, and the Contractor shall have the sole right to hire, supervise, suspend, discipline or discharge the Contractor's employees. However, any employee of the Contractor assigned to provide services to the County who, in the TTC's sole discretion is unsatisfactory, shall immediately upon request of the County's Project Director, or Alternate Project Director, be removed from providing contracted services under the Master Agreement.

7.2 CONTRACTOR'S PROJECT MANAGER

- 7.2.1 The Contractor's Project Manager is responsible to manage the day-to-day operation under the Master Agreement.

7.3 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

- 7.3.1 Exhibit B, Contractor's Administration, reflects the designation of the Contractor's Authorized Official(s). The Contractor shall promptly notify the County in writing of any change in the name(s) or address(es) of the Contractor's Authorized Official(s).
- 7.3.2 The Contractor represents and warrants that the full requirements of the Contractor to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor are met.

7.4 APPROVAL OF CONTRACTOR'S STAFF

The County has the right to reject any individual on the Contractor's staff performing work under the Master Agreement based on a good faith concern. The County may request that the Contractor's staff from working under the Master Agreement at any time. The Contractor shall promptly replace any such removed staff.

For any work in which Contractor requires a subcontractor to perform services under this Master Agreement, the Contractor shall first notify and receive the County Project Director's written approval.

7.5 CONTRACTOR'S FINANCIAL MANAGER

7.5.1 Exhibit B, Contractor's Administration, reflects the designation of the Contractor's Financial Manager. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Financial Manager.

7.5.2 The Contractor shall assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under the Master Agreement. The Financial Manager shall be available on a daily basis, Monday through Friday, during the hours of 8:00 a.m. and 5:00 p.m. (Pacific Standard Time) for telephone contact and to meet with County personnel regarding any invoices issued under the Contract.

7.6 BACKGROUND AND SECURITY INVESTIGATIONS

7.6.1 The TTC has determined, in its sole discretion, that each of the Firm's staff performing work under this Master Agreement is in a designated sensitive position and will undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Master Agreement.

The background investigation must include, but may not be limited to, submitting fingerprints to the California DOJ to include State, Local, and Federal level review, which must include, but may not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to; bribery; robbery; theft; fraud; embezzlement; forgery; extortion and perjury; possession, sale or attempt to sell a controlled substance; possession, sale or attempt to sell stolen property; or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with the background investigation shall be at the expense of the Contractor, regardless the Firm's staff passes or fails the background investigation.

7.6.2 During the Master Agreement Term, if the County receives a subsequent disqualifying factor for a member of the Contractor's staff, the TTC shall request that the member of the Contractor's staff be immediately removed from performing services under the

Master Agreement. Contractor shall promptly comply with the County's request.

- 7.6.3 The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.6.4 The TTC, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass an investigation to the satisfaction of the TTC or whose background or conduct is incompatible with a County facility access.
- 7.6.5 Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.7 CONFIDENTIALITY

- 7.7.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Master Agreement in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality including, without limitation, the County policies concerning information technology security and the protection of confidential records and information.
- 7.7.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.7, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph 7.7, shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and

adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel, and seek reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

- 7.7.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.7.4 The Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit H3.
- 7.7.5 The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit H4.
- 7.7.6 Contractor shall sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit H5.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.1.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.1.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the TTC, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, the TTC consent shall require a formal written amendment to the Master

Agreement executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the County's sole discretion, against the claims which the Contractor may have against the County.

8.1.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

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

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

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

8.4 CHANGE NOTICES AND AMENDMENTS

- 8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope or payment of any Work Order issued pursuant to this Master Agreement. All such changes shall only be accomplished with an executed Work Order Change Notice signed by the Contractor and by the County's Project Manager.
- 8.4.2 For any change which affects the Term or Contract Sum under this Master Agreement, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board, except that the TTC is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contractor Rates, not to exceed 10 percent of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change shall be in writing and signed by the Contractor and the TTC.
- 8.4.3 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and the TTC.
- 8.4.4 The Treasurer and Tax Collector or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Master Agreement. For the TTC to exercise additional optional one-year periods, a written notice shall be prepared and signed by the Treasurer and Tax Collector or his/her designee and delivered to the Contractor 30 calendar days prior to the expiration of the current Master Agreement Term. Any such change shall be in the form of an Amendment and signed by the Treasurer and Tax Collector or his/her designee. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions.

8.5 COMPLAINTS

- 8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 8.5.2 Within 10 business days after the Master Agreement effective date, the Contractor shall provide the TTC with the Contractor's policy for

receiving, investigating and responding to user complaints. At a minimum, the policy should include:

1. Within five business days of receiving the complaint, the Contractor shall preliminarily investigate all complaints and notify the County's Project Director of the status of the investigation;
2. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines; and
3. Copies of all written responses shall be sent to the County's Project Director within three business days of mailing to the complainant.

8.5.3 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.4 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days.

8.5.5 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Master Agreement, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph 8.6 shall be

conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel, and seek reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

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

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular

pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph, "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 County contracts or subcontracts. "Employee" means any California resident who is a full time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master Agreement, 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 agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor's violation of this Subparagraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County

may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Master Agreement.

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall

give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A Responsible Contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. The County's policy requires business to be conducted only with Responsible Contractors.

8.12.2 Chapter 2.202 of the County Code.

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

8.12.3 Non-responsible Contractor

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

fitness, or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the TTC will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that the Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence, which exonerates the Contractor was discovered

after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of the County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit E, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become

aware of such damage, but in no event later than thirty days after the occurrence.

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The TTC and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 8.4, and received via communications facilities as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and

consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County.

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.7, Confidentiality.

8.23 INDEMNIFICATION

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to the County not less than ten days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s)

and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street – Room 464
Los Angeles, CA 90012

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, the Contractor's insurance policies shall provide, and Certificates shall specify, that the County shall receive not less than thirty

days advance written notice by mail of any cancellation of the Required Insurance. Ten days prior notice may be given to the County in event of cancellation for non-payment of premium.

8.24.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which the County may immediately withhold payments due to the Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Subcontractor Insurance Coverage Requirements

The Contractor shall include all subcontractors as insureds under the Contractor's own policies, or shall provide the County with each subcontractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying that each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and the Contractor as additional insureds under each subcontractor's General Liability policy. The Contractor shall

obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

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

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

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

8.25 **INSURANCE COVERAGE**

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or is an employee leasing or temporary staffing Contractor or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.25.4 **Professional Liability/Errors and Omissions** insurance covering the Contractor's liability arising from or related to this Master Agreement with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the TTC, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment due to the Contractor or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the County Treasurer or his designee in a written notice describing the reasons for said action.
- 8.26.2 If the TTC determines that there are deficiencies in the performance of this Master Agreement that the TTC deems are correctable by the Contractor over a certain time span, the TTC or his designee will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the TTC may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Total Maximum Amount specified in the Work Order; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
 - (c) Upon giving five days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies, and the total costs incurred by the County for completion of the work by an alternate source, whether it be the County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted above in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
- 8.26.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the Performance Requirements Summary or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any political subdivision including, but not limited to, a county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C, Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable

Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or Contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subparagraph have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The TTC or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 CALIFORNIA PUBLIC RECORDS ACT

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

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses,

including reasonable attorney's fees in action or liability arising under the Public Records Act.

8.37 PUBLICITY

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

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

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County, provided that the requirements of this Subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's A-C within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.38.3 If, at any time during the term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's A-C, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.
- 8.38.4 **Financial Statements:** Beginning one year after the effective date of this Contract and every year thereafter until the expiration of this Contract, the Contractor shall submit to the County a complete set of financial statements, audited if available, for the 12-month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). In addition, the Contractor shall submit

a statement regarding any pending litigation since Contractor last reported same to the County. The County reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this

Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street – Room 464
Los Angeles, California 90012

before any subcontractor employee may perform any work under this Master Agreement.

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

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

8.42 TERMINATION FOR CONVENIENCE

8.42.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in the County's best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

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

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.43 TERMINATION FOR DEFAULT

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

- The Contractor has materially breached this Master Agreement;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days (or

such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Subparagraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy; acts of the County in either its sovereign or contractual capacity; acts of Federal or State governments in their sovereign capacities; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42, Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Master Agreement immediately on the occurrence of any of the following events:

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

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 shall

not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance with Los Angeles County Code Chapter 2.206.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51, Warranty of Compliance with the County's Defaulted Property Tax Reduction Program, shall constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within ten days of notice shall be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to the County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

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

8.54 USE OF THE COUNTY SEAL AND/OR THE TTC LOGOS

The County claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former County Seal and the TTC logos (hereafter collectively "County Seal"). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seal, in any format or by any means whatsoever. At no time shall the Contractor in any manner (1) modify the County Seal, or (2) create derivative works of the County Seal. The Contractor shall not in any manner sublicense, transfer, or assign its rights, or delegate its duties, with respect to use of the County Seal, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment, or delegation without such consent shall be null and void.

8.55 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

The Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of the Contractor's staff pursuant to this paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise (LSBE) Preference Program as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local LSBE.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local LSBE.

9.2.4 If the Contractor has obtained certification as a Local LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled shall:

1. Pay to the County any difference between the work order amount and what the County's costs would have been if the work order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the work order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification,

and fails to notify the state and Department of Consumer and Business Affairs (DCBA) of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.3 SOCIAL ENTERPRISE PREFERENCE PROGRAM (IF APPLICABLE)

- 9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as an SE.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as an SE.
- 9.3.4 If the Contractor has obtained County certification as an SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, the Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification,

and fails to notify the DCBA of this information prior to responding to a solicitation or accepting a contract award.

9.4 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM (IF APPLICABLE)

9.4.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.4.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.4.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.4.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously

obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the DCBA of this information prior to responding to a solicitation or accepting a contract award.

9.5 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.5.1 The County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Master Agreement. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Master Agreement.
- 9.5.2 During the term of this Master Agreement and for five years thereafter, the Contractor shall maintain and provide security for all the Contractor's working papers prepared under this Master Agreement. The County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.5.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Master Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.5.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.5.5 Notwithstanding any other provision of this Master Agreement, the County will not be obligated to the Contractor in any way under Subparagraph 9.5.4 for any of the Contractor's proprietary and/or

confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.5.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.5.6 All the rights and obligations of this Subparagraph 9.5 shall survive the expiration or termination of this Master Agreement.

9.6 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

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

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

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

/

**AUTHORIZATION OF MASTER AGREEMENT FOR
MUNICIPAL ADVISORY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Treasurer and Tax Collector, or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2018.

COUNTY OF LOS ANGELES

By _____
Treasurer and Tax Collector

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By _____
Deputy County Counsel

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT FOR
MUNICIPAL ADVISORY SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION**
- B CONTRACTOR'S ADMINISTRATION**
- C CONTRACTOR'S EEO CERTIFICATION**
- D JURY SERVICE ORDINANCE**
- E SAFELY SURRENDERED BABY LAW**
- F INTENTIONALLY OMITTED**
- G PRICING SCHEDULE
(NOT ATTACHED)**

UNIQUE EXHIBITS

- H FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**
 - H1 CERTIFICATION OF EMPLOYEE STATUS**
 - H2 CERTIFICATION OF NO CONFLICT OF INTEREST**
 - H3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**
 - H4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**
 - H5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**
- I SUBSEQUENT EXECUTED WORK ORDERS
(NOT ATTACHED)**
- J DEFAULTED PROPERTY TAX PROGRAM**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

Email Address: _____

COUNTY ALTERNATE PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S FINANCIAL MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature

 Date

 Name and Title of Signer (please print)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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?

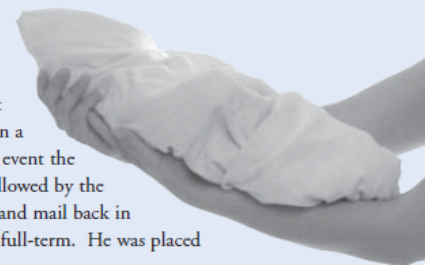
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 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, infórmelo 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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los 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 brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**PRICING SCHEDULE
MUNICIPAL ADVISORY SERVICES
(NOT ATTACHED)**

EXHIBIT H

FORMS REQUIRED FOR EACH WORK ORDER
BEFORE WORK BEGINS

- H1 CERTIFICATION OF EMPLOYEE STATUS
- H2 CERTIFICATION OF NO CONFLICT OF INTEREST

NON-IT CONTRACTS

- H3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

- H4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**MUNICIPAL ADVISORY SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

- 1. _____
- 2. _____
- 3. _____
- 4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

MUNICIPAL ADVISORY SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
 - 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 - 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 - 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 - 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. 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 Master Agreement.

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 Master Agreement. 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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 Master Agreement. 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 this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Non-Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above 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 Master Agreement.

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 Master Agreement. 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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 Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor 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, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

SUBSEQUENT EXECUTED WORK ORDERS

(NOT ATTACHED)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the

DEFAULTED PROPERTY TAX PROGRAM

Title 2 ADMINISTRATION

Chapter 2.206

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

DEFAULTED PROPERTY TAX PROGRAM

Title 2 ADMINISTRATION

Chapter 2.206

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section

2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

APPENDIX I

STATEMENT OF WORK

STATEMENT OF WORK

TABLE OF CONTENTS

PARAGRAPH	PAGE NUMBER
1.0 INTRODUCTION	1
2.0 DEFINITIONS.....	1
3.0 SCOPE OF SERVICES.....	3
4.0 TTC's ASSIGNMENT OF WORK	5
5.0 PROJECT REPORTING	6
6.0 WORK HOURS	6
7.0 RESPONSIBILITIES	6
8.0 USE OF COUNTY SEAL AND TTC'S LOGOS.....	9

STATEMENT OF WORK

TABLE OF CONTENTS

STATEMENT OF WORK ATTACHMENTS

SAMPLE WORK ORDER FORMATS

Attachment 1.1 TIME AND MATERIALS BASIS

Attachment 1.2 FIXED PRICE PER DELIVERABLE BASIS

MUNICIPAL ADVISORY SERVICES STATEMENT OF WORK

SCOPE OF SERVICES

1.0 INTRODUCTION

The County of Los Angeles (County) is authorized under California Government Code Section 31000 to contract for special services on behalf of the County. Pursuant to this authority, the County may contract with private businesses for the provision of Municipal Advisory Services. Pursuant to California Government Code Section 23005, the Treasurer and Tax Collector (TTC) will seek approval from the Board of Supervisors to execute and administer Master Agreements with qualified Contractors to form the County's Municipal Advisory Pool.

The Municipal Advisory Services detailed in the Request for Statement of Qualifications (RFSQ) are synonymous with "municipal advisory activities" as defined by the Securities and Exchange Commission (SEC). The Securities and Exchange Act of 1934 Rule 15Ba1-1(e) defines municipal advisory activities to mean: providing advice to or on behalf of a municipal entity regarding municipal financial products or issuing municipal securities, including advice regarding the structure, timing, terms, and other similar matters concerning such financial products or issues. A detailed description of the scope of municipal advisory services can be found in Paragraph 3.0, Scope of Services.

In 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) established a federal regulatory framework that requires municipal advisors to register with the SEC, and instituted a statutory fiduciary duty to municipal entity clients. The Dodd-Frank Act also granted the Municipal Securities Rulemaking Board (MSRB) authority to regulate municipal advisors engaging in municipal advisory activities. Municipal advisors are subject to a variety of rules promulgated by the MSRB that establish core standards of conduct for municipal advisors. All prospective Contractors who apply to be in the County's Municipal Advisory Pool must be registered as municipal advisors with the SEC and the MSRB at the time of their RFSQ response submissions.

It is the intent of the TTC to utilize Contractors throughout the term of the Master Agreements on an as-needed basis, as determined by the TTC in its sole discretion, for the provision of Municipal Advisory Services.

2.0 DEFINITIONS

The following definitions below shall have the meanings indicated, unless another meaning is apparent from the context in which the term is used.

- 2.1 Contractor:** The sole proprietor, partnership, corporation, or other person or entity that has entered into the Master Agreement with the County.
- 2.2 Contractor's Authorized Official(s):** The person(s) designated by the Contractor in Exhibit B, Contractor's Administration, that the Contractor represents and warrants that all requirements of the Contractor to provide actual authority to such person(s) to execute documents under the Master Agreement on behalf of the Contractor have been fulfilled.
- 2.3 Contractor's Financial Manager:** The person designated by the contractor to have full authority to act on behalf of the contractor in all matters related to invoicing under the Master Agreement.
- 2.4 Contractor's Project Director/Alternate Project Director:** The person(s) designated by the Contractor in Exhibit B, Contractor's Administration, that the Contractor represents shall be the person responsible for the Contractor's day-to-day activities as related to the Master Agreement and who shall coordinate with the County's Project Director on a regular basis with respect to all active Work Orders, as defined in Item 2.16.
- 2.5 Contractor's Project Manager:** The person designated by the Contractor to manage the day-to-day operations under this Master Agreement.
- 2.6 County's Project Director/Alternate Project Director:** The County's chief contact person responsible for overseeing contractual and administrative matters relating to this Master Agreement. The County's Project Director/Alternate Project Director is the approving authority for individual Work Order solicitations and executions.
- 2.7 County's Project Manager:** The person designated by the County's Project Director/Alternate Project Director to manage the day-to-day operations under this Master Agreement.
- 2.8 Master Agreement:** The County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.9 Municipal Advisory Pool:** Independent registered municipal advisory firms that meet all requirements of this RFSQ and that have executed a Master Agreement with the County.
- 2.10 Municipal Entity:** Any State, political subdivision of a State, or municipal corporate instrumentality of a State, including (a) any agency, authority, or

instrumentality of the State, political subdivision, or municipal corporate instrumentality; (b) any plan, program, or pool of assets sponsored or established by the State, political subdivision, or municipal corporate instrumentality or any agency, authority, or instrumentality thereof; and (c) any other issuer of municipal securities.

- 2.11 Request for Statement of Qualifications (RFSQ):** A type of procurement solicitation used to select Qualified Contractors to provide specific services to the County through Master Agreements.
- 2.12 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work desired by the County pursuant to the Master Agreement. A subordinate agreement executed wholly within and subject to the provisions of the Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or an SOW.
- 2.13 Statement of Qualifications:** A Contractor's response to an RFSQ.
- 2.14 The Treasurer and Tax Collector:** The Director of the County's Department of Treasurer and Tax Collector.
- 2.15 Total Maximum Amount:** The maximum dollar amount that the County agrees to pay the Contractor for all services under an individual Work Order.
- 2.16 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.17 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of the Sample Master Agreement in Appendix I, SOW, Sample Work Order Format, for the performance of tasks and/or provision of deliverables as described in the SOW. No work shall be performed by firms in the Municipal Advisory Pool without validly executed Work Orders.

3.0 SCOPE OF SERVICES

A detailed description of services requested by the TTC will be included in the SOW portion of each Work Order for the provision of Municipal Advisory Services pertaining to debt financing projects and programs as described in the RFSQ, Subparagraph 1.1.2, Anticipated Debt Financing Projects and Programs. Municipal Advisory Services include, but are not limited to, the following:

3.1 General Municipal Advisory Services

The Contractor shall be required to perform municipal advisory services stated herein, which are aligned with the SEC's definition of providing advice to or on behalf of a municipal entity regarding municipal financial products or issuing municipal securities. Activities may include, but are not limited to, performing and/or providing services to assist the County with the following:

- a. Evaluating prospective underwriters for County financing projects;
- b. Performing risk analysis of various financing strategies and debt structures, which may include formulating sensitivity and break-even analyses;
- c. Validating proposed financing structures, which may include developing complex cash flow models;
- d. Developing the project financing schedule and list of contacts of the financing team working on the financing project;
- e. Preparing and reviewing financing documents, including the preliminary and final official statements;
- f. Researching and evaluating pricing strategies related to the issuance of debt securities, including analyzing market trends and transaction timing;
- g. Conducting pre-marketing initiatives to potential investors for competitive sales of debt securities;
- h. Evaluating bids, including validation of the True Interest Cost calculation and recommending the award of debt securities for competitive sales;
- i. Reviewing and coordinating the closing process for a County financing project, including reviewing all closing documents;
- j. Recommending strategies and solutions related to compliance with arbitrage regulations;
- k. Developing, or assisting in the development of, credit presentations to rating agencies and Investors;
- l. Monitoring and analyzing refunding opportunities for the County's outstanding debt obligations;
- m. Recommending strategies and solutions related to the County's commodities purchase programs; and
- n. Preparing or assisting the County with filing required market disclosure information and annual continuing disclosure reports.

4.0 TTC's ASSIGNMENT OF WORK TO CONTRACTORS IN THE POOL

The County's Project Director/Alternate Project Director will assign all services procured by executing a Work Order (Sample Master Agreement in Appendix I, SOW, Sample Work Order Format, Attachment 1.1 and 1.2) detailing the personnel, payment and services as agreed to by the Contractor. The TTC intends to assign work in two ways:

4.1 Debt Financings

For debt financings, the County's Project Director/Alternate Project Director will provide the Contractors in the Municipal Advisory Pool with a description of the services requested. Interested Contractors shall submit their qualifications in writing to the County's Project Director/Alternate Project Director within the designated timeframe. The County's Project Director/Alternate Project Director will consider a Contractor's demonstrated experience and performance in providing the requested services to municipal entities with similar types of transactions and financing structures, and the capability of a Contractor to assign qualified staff and allocate resources to ensure the timely completion of the project, and select the firm that in the Project Director's judgement, is the most experienced and best qualified to provide the requested services. If multiple Contractors demonstrate equal qualifications through their successful number of relevant assignments completed, then the County's Project Director/Alternate Project Director will select the Contractor on a rotational basis. The Contractors that are selected to provide advice on debt financings will be compensated based upon a negotiated fixed fee that will be paid from the costs of issuance of the debt financing.

4.2 Other Municipal Advisory Services

For other municipal advisory services, the County's Project Director/Alternate Project Director will consider a Contractor's qualifications and previous experience in the subject areas as identified in its response to this RFSQ and will make a selection best suited for the services requested and deemed to be in the best interest of the County. The County's Project Director/Alternate Project Director reserves the right to select the service provider as deemed appropriate for the requested services. Compensation for these services is based on negotiated hourly rates from the pricing schedule that is an exhibit to each Master Agreement (Exhibit G). Such compensation will be documented in the Work Order for the assignment.

Throughout the term of the Master Agreement, the TTC does not guarantee a minimum workload to any Contractor.

5.0 PROJECT REPORTING

The Contractor shall, throughout the term of each assigned Work Order, apply requisite technical management skills and techniques to ensure satisfactory and timely completion of project milestones. The Contractor shall prepare project status reports, as requested by the TTC, separately summarizing accomplishment of milestones for each specific Work Order.

6.0 WORK HOURS

The Contractor shall maintain days and hours of operation and sufficient staffing to complete all services within the timeframes directed by the TTC. General work hours are from 8:00 a.m. to 5:00 p.m. Pacific Standard Time. This includes, but is not limited to, weekends and holidays.

6.1 County Observed Holidays

The following are the usual observed County holidays; however, the Contractor may be required to work one or more County holidays in order to meet the requirements of the Work Orders. If a holiday lands on a weekend, the day prior or after is observed.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (Effective October 2019 – Indigenous Peoples' Day)
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

7.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

7.1 County's Project Director/Alternate Project Director

7.1.1 The responsibilities of the County's Project Director/Alternate Project Director include:

- ensuring that the technical standards and task requirements articulated in an individual Work Order are satisfactorily

complied with, and will provide, on request, such information, coordination, documentation, and materials as may be reasonably required by the Contractor to perform Work Orders;

- coordinating and monitoring the work of the Contractor's personnel assigned to the Work Order's specific projects, and for ensuring that the Master Agreement's objectives are met;
- monitoring, evaluating and reporting the Contractor's performance and progress on any and all Work Orders;
- coordinating with the Contractor's Project Director/Alternate Project Director, on a regular basis, regarding the performance of the Contractor's personnel on each particular project; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

7.1.2 The County's Project Director/Alternate Project Director does not have the ability to authorize or make any changes to the labor rates or to the terms and conditions of Appendix H, Sample Master Agreement, except through formally prepared Change Notices and Amendments pursuant to Subparagraph 8.4 of the Master Agreement.

7.2 County's Project Manager

7.2.1 The County's Project Manager is responsible to manage the operations and oversee day-to-day activities of the Contractor under this Master Agreement.

7.3 Contractor's Project Director/Alternate Project Director

7.3.1 The Contractor shall provide a Contractor's Project Director/Alternate Project Director to act as a liaison for the Contractor in coordinating the Contractor's services.

7.3.2 The Contractor's Project Director/Alternate Project Director, shall have full authority to act for the Contractor on all matters relating to the Contractor's performance under the terms and conditions of the Master Agreement, including any and all executed Work Orders.

7.3.3 The Contractor's Project Director/Alternate Project Director shall be available during business hours from 8:00 a.m. until 5:00 p.m. Pacific Standard Time, Monday through Friday for telephone

consultation and to meet with the County's Project Director/Alternate Project Director to discuss project services.

7.3.4 All personnel assigned by the Contractor to perform services for the TTC shall at all times be employees of the Contractor, and the Contractor shall have the sole right to hire, supervise, suspend, discipline or discharge the Contractor's employees. However, any employee of the Contractor assigned to provide services to the County who, in the TTC's sole discretion is unsatisfactory, shall immediately upon request of the County's Project Director, or Alternate Project Director, be removed from providing contracted services under the Master Agreement.

7.4 Contractor's Project Manager

7.4.1 The Contractor's Project Manager is responsible to manage day-to-day operation under the Master Agreement

7.5 Contractor's Authorized Official(s)

7.5.1 Exhibit B, Contractor's Administration, reflects the designation of the Contractor's Authorized Official(s). The Contractor shall promptly notify the County in writing of any change in the name(s) or address(es) of the Contractor's Authorized Official(s).

7.5.2 The Contractor represents and warrants that the fulfillment of all requirements of the Contractor to provide actual authority to such officials to execute documents under the Master Agreement on behalf of the Contractor are met.

7.6 Approval of Contractor's Staff

The County has the right to reject any individual on the Contractor's staff performing work under the Master Agreement based on a good faith concern. The County may request the removal of Contractor's staff from working under the Master Agreement at any time. The Contractor shall promptly replace any such removed staff.

For any work, in which Contractor, requires a subcontractor to perform services under this Master Agreement, the Contractor shall first notify and receive the County Project Director's written approval.

7.7 Contractor's Financial Manager

7.7.1 Exhibit B, Contractor's Administration, reflects the designation of the Contractor's Financial Manager. The Contractor shall notify the

County in writing of any change in the name or address of the Contractor's Financial Manager.

7.7.2 The Contractor shall assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under the Master Agreement. The Financial Manager shall be available on a daily basis, Monday through Friday, during the hours of 8:00 a.m. and 5:00 p.m. (Pacific Standard Time) for telephone contact and to meet with County personnel regarding any invoices issued under the Contract.

8.0 USE OF COUNTY SEAL AND TTC'S LOGO

The County claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former County Seal and the TTC logos (hereafter collectively "County Seal"). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seal, in any format or by any means whatsoever. At no time shall the Contractor in any manner (1) modify the County Seal, or (2) create derivative works of the County Seal. The Contractor shall not in any manner sublicense, transfer, or assign its rights, or delegate its duties, with respect to use of the County Seal, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment, or delegation without such consent shall be null and void.

**MUNICIPAL ADVISORY SERVICES
MASTER AGREEMENT WORK ORDER
(TIME AND MATERIALS BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Department: _____

County Project Director/Alternate: _____

County Project Manager: _____

I. GENERAL

The Contractor shall satisfactorily perform all services detailed in the Statement of Work attached hereto as Exhibit __, on a time and materials basis, in compliance with the terms and conditions of the Contractor's Master Agreement identified above.

II. PERSONNEL

The Contractor shall provide the below-listed personnel whose labor rates are as shown:

Skill Category _____

Name _____ @ \$____./hour

Name _____ @ \$____./hour

III. PAYMENT

A. The Total Maximum Amount that County shall pay the Contractor for all services to be provided under this Work Order shall not exceed _____ Dollars (\$_____).

B. The Contractor shall invoice County only for hours actually worked, in accordance with the terms and conditions of the Contractor's Master Agreement. The Contractor shall be responsible for limiting the number of hours worked by Contractor Personnel under this Work Order, not to exceed the Total Maximum Amount in Section III.A, above.

C. The Contractor shall satisfactorily perform and complete all required services in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount.

Work Order No. _____ County Master Agreement No. _____

D. The Contractor shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, the Contractor shall not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

The Contractor's signature on this Work Order document confirms the Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that the Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order; and/or
- B. That utilizes personnel not specified in this Work Order; and/or
- C. That exceeds the Total Maximum Amount of this Work Order; and/or
- D. That goes beyond the expiration date of this Work Order.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**MUNICIPAL ADVISORY SERVICES
MASTER AGREEMENT WORK ORDER
(FIXED PRICE PER DELIVERABLE BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Department: _____

County Project Director/Alternate: _____

County Project Manager: _____

I. GENERAL

The Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of the Contractor's Master Agreement.

II. PERSONNEL

The Contractor shall provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

A. The Total Maximum Amount that County shall pay the Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount: _____	

Work Order No. _____ County Master Agreement No. _____

B. The Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in Section III.A, above.

C. The Contractor shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, the Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

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- A. That is not specified in this Work Order; and/or
- B. That utilizes personnel not specified in this Work Order; and/or
- C. That exceeds the Total Maximum Amount of this Work Order; and/or
- D. That goes beyond the expiration date of this Work Order.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____