

**EXHIBIT H**

**CHANGE ORDER**

Capitalized terms used in this Change Order without definition have the meanings given to such terms in that certain Agreement No. [\_\_\_\_\_] (the "Agreement"), or if not defined therein, in that certain Statement of Work attached as Exhibit B1 to the Agreement (the "Statement of Work").

## REQUESTOR INFORMATION

Request Date:

Return Date:

Requested by:

Organization:

Prepared by:

Change Type – Check one

Requirements

Design

Other

Change Payment Type – Check one (Note that time and materials is only acceptable as a payment option for Services as set forth in Paragraph 6.4 (Time and Materials Charges) to the Agreement.)

Fixed Price

Time and Materials

## PART 1: CHANGE INFORMATION FROM REQUESTOR

- 1 Proposed Change Summary Description And References:** Describes the change being proposed and clearly identifies whether the change is product-related, organizational, or procedural in nature. Any reference material that will assist the reviewers should be identified and attached. If the proposed change relates to Tasks or Deliverables set forth in the Statement of Work, lists such Tasks and Deliverables.
- 2 Change Required Completion Date:** Provides a completion schedule for the proposed change, including (a) any date by which such change must be completed and an explanation for such completion date, (b) any post-completion acceptance period, and (c) if the proposed change relates to Tasks or Deliverables set forth in the Statement of Work, a revised Task and Deliverable completion schedule under the Statement of Work (i.e., other than the Work requested under the Change Order).

- 3 Justification:** Discusses why the change is being proposed and includes (a) a cost benefit analysis of such change and (b) a discussion of how the proposed change is outside of the scope of Work set forth in the Agreement and the Statement of Work. In other words, how will County and Contractor benefit from the change and why County is not entitled to the change under the Agreement and the Statement of Work. By the Contractor Project Director's signature to this Part I, Contractor certifies that the proposed change is outside of the scope of Work set forth in the Agreement and the Statement of Work.
- 4 Impact Of Not Implementing The Proposed Change:** Discusses the adverse impact, if any, on County and Contractor of not implementing the proposed change.
- 5 Staff and Personnel Hours:** Sets forth the level of staff required to complete the proposed change and the number of estimated personnel hours.
- 6 Price and Schedule of Payments for Proposed Change:** Sets forth a fixed price (for fixed price Work changes) or a "not to exceed" price (for Time and Materials Changes) for completion and delivery of the proposed change, including personnel hours (calculated using the Hourly Labor Rate). If applicable to the proposed change, the Change Order should also attach a revised Exhibit C (Price and Schedule of Payments).
- 7 Pool Dollars:** Includes (a) the balance of Pool Dollars both before and after giving effect to the proposed change, and (b) the amount of Pool Dollars allocated to such Change Order. Note that the amount of Pool Dollars allocated to such Change Order shall not exceed the fixed price or "not to exceed" price set forth in item 6 above.
- 8 Alternatives:** Lists at least one alternative (more if possible) to the proposed change, and indicates why the proposed change is better. Attach any supporting documentation that helps to clarify the proposed change.

[If Change Order is requested by Contractor]

Signature of Requestor: \_\_\_\_\_  
Contractor Project Director

For each Change Order, when Part I is complete, Contractor Project Director shall submit the Change Order to County Project Manager. At that time, a control number will be assigned so that the Change Order can be tracked to completion. All Change Orders will be reviewed on a regular basis by the County Project Director. As part of Part 2 of the change control process, the County Project Director will complete Part 2 of the template.

**PART 2: INITIAL REVIEW OF CHANGE REQUEST** The APT Project Director along with County Project Manager will review the initial request and determine whether to proceed, reject, or defer the request. Additionally, the APT Project Director and Department Project Manager will decide which person or persons at County and Contractor should be reviewing and approving the Change Order in accordance with Paragraph 6 (Change Orders and Amendments) of the Agreement.

Initial Review Date:

Assigned to:

Ok for Final Approval \_\_\_\_\_ (Bypass impact analysis)

Approve for Impact Analysis \_\_\_\_\_

Reject \_\_\_\_\_

Defer Until \_\_\_\_\_

Reason:

**PART 3: IMPACT ANALYSIS** (The Department Project Manager will make an initial assessment of the cost, schedule, and resources needed to implement the proposed change, based upon the information submitted by Contractor pursuant to Part I of the Change Order and upon any other information available to it. If the requested change is complex, a Cost/Schedule Impact Analysis (CSIA) should be requested. The analyst will indicate this and will estimate the cost, schedule, and resources needed to perform the CSIA. The APT Project Director will once again review the requested change and either accept, reject, or defer based on the terms submitted by Contractor in Part I above, or may resubmit the Change Order to Contractor, with any revisions suggested by the assigned analyst's impact analysis.)

**1 Baselines Affected:**

**2 Configuration Items Affected:**

3 Cost / Schedule Impact Analysis Required YES NO

4 Impact on Scope:

5 Impact on Quality:

6 Impact on Cost:

7 Impact on Schedule:

8 Impact on Resources:

9 Impact of Not Implementing Change:

10 Alternatives:

11 Classification HIGH MEDIUM LOW

12 Final Recommendation / Comments:

Reviewer Name:

Reviewer Role:

Final Review Date:

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

When the analysis in Part 3 has been completed by the assigned analyst, and the cost, schedule, and resource needs are identified, the Project Manager will submit the Change Order to the persons at County and at Contractor who will be reviewing and, if applicable, approving, such Change Order in accordance with Section 6.0 (Change Notices, Change Orders, and Amendments). The appropriate processes will, with approval of the appropriate persons under Section 6.0 (Change Notices, Change Orders, and Amendments), be followed to update the Agreement.

**PART 4: FINAL APPROVAL** (The change request can be accepted or rejected at any phase)

**County Approver Name:** \_\_\_\_\_

**Action:**            Approve:             Reject:

**Comments:**

**County Counsel Representative:** \_\_\_\_\_

**Contractor Approver Signature:** \_\_\_\_\_

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

On completion of Part 4 of the Change Order in accordance with Section 6.0 (Change Notices, Change Orders, and Amendments) of the Agreement, the following provision will apply to the Change Order:

**Ratification of the Agreement.** Except as expressly modified by this Change Order, the terms and provisions of the Agreement and related documentation, including Exhibit A (Additional Terms and Conditions) to the Agreement, shall continue in full force and effect and shall control the effect and interpretation of this Change Order, including Section 53.0 (Governing Law, Jurisdiction, and Venue) of Exhibit A (Additional Terms and Conditions). All references in the Agreement and related documentation to “the Agreement”, “this Agreement”, “hereunder”, “hereof” or words of like import shall mean and be the Agreement, as expressly modified by this Change Order.

# EXHIBIT I

## PHASE-TASK/DELIVERABLE SUMMARY REVIEW FORM



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
TASK/DELIVERABLE SUMMARY REVIEW FORM**

**PROJECT:**

**PHASE:**

**DELIVERABLE #**

**PROJECT IDENTIFICATION<sup>1</sup>**

Contract Number and Date:

Contractor Name:

Date Submitted:

Summary Review Date:

Re-Submission:    YES            NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

**TASK/DELIVERABLE REVIEW INFORMATION (If appropriate, information for multiple Tasks/Deliverables may be included for approval on a single acceptance form.)**

T/Deliverable #	T/Deliverable Date:
T/Deliverable Name:	
<u>T/Deliverable Definition:</u>	
<u>T/Deliverable Summary Review Status:</u>	

**T/Deliverable Definition:** A detailed definition of each Deliverable with respect to which the Task/Deliverable Summary Review is being submitted, as such Deliverable is described in the Statement of Work and the PCD.

**Summary Review Status:** For each Deliverable being presented, provide a Summary Review of status, objectives met or not met, impact on Project schedule and/or other criteria for Review as set forth in the PCD.

**CERTIFICATION BY CONTRACTOR:**

<sup>1</sup> Capitalized terms used in this Phase-Task/Deliverable Summary Review have the meanings given to such terms in the Agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

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**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
TASK/DELIVERABLE SUMMARY REVIEW FORM**

**Page 2 of 4**

**PROJECT:**

**PHASE:**

**DELIVERABLE #**

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By its signature below, Contractor hereby certifies to County that as of the date of this Task/Deliverable Summary Review, it has satisfied or is in the process of satisfying all conditions precedent in the Agreement, including the Exhibits thereto to the completion of each Phase and related Tasks and that the Summary Review provided herein satisfies the Review criteria applicable to such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of each Phase, and related Tasks and Deliverables has been completed, or is in a state of completion such as described in this Summary Review, in accordance with Exhibit B1 (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B1 (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: \_\_\_\_\_  
Contractor Project Director

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

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**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
TASK/DELIVERABLE SUMMARY REVIEW FORM**

Page 3 of 4

**PROJECT:**

**PHASE:  
DELIVERABLE #**

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**COUNTY REVIEWER INFORMATION**

Reviewer 1

Reviewer Name: \_\_\_\_\_ Dept: \_\_\_\_\_ Role: \_\_\_\_\_

Deliverable Name: \_\_\_\_\_

Recommended Action:      Approve                              Reject

Reviewer Comments: \_\_\_\_\_

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

Reviewer 2

Reviewer Name: \_\_\_\_\_ Dept: \_\_\_\_\_ Role: \_\_\_\_\_

Deliverable Name: \_\_\_\_\_

Recommended Action:      Approve                              Reject

Reviewer Comments: \_\_\_\_\_

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

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**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
TASK/DELIVERABLE SUMMARY REVIEW FORM**

**Page 4 of 4**

**PROJECT:**

**PHASE:**

**DELIVERABLE #**

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**COUNTY APPROVER INFORMATION**

Approver Name:

Role: County Project Director

Deliverable Name:

Action

Approve:

Reject:

Approver Comments:

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

County Project Director

# EXHIBIT J

## AESS PILOT SYSTEM ACCEPTANCE CERTIFICATE

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AESS PILOT SYSTEM ACCEPTANCE CERTIFICATE**

**PROJECT:**

**PHASE: I**

**DELIVERABLE: Subtask 8.2**

**PROJECT IDENTIFICATION<sup>1</sup>**

Contract Number and Date:

Contractor Name:

Date Acceptance Certificate Submitted:

Acceptance Date:

Re-Submission:    YES            NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

**DELIVERABLE INFORMATION (If appropriate, information for multiple Deliverables may be included for approval on a single acceptance form.)**

Deliverable # <b>8.2</b>	Deliverable Date:
Deliverable Name: AESS Pilot System	
<u>Deliverable Definition:</u>	
<u>Deliverable Acceptance Criteria:</u>	

**Deliverable Definition:** A detailed definition of this Deliverable with respect to which this C2PC-PS Acceptance Certificate is being submitted, as such is described in the Statement of Work and the PCD.

**Acceptance Criteria:** For the AESS Pilot System, list the acceptance criteria which must be met in order to achieve such County's Acceptance of such Deliverable, as set forth in the PCD.

**CERTIFICATION BY CONTRACTOR:**

<sup>1</sup> Capitalized terms used in this Acceptance Certificate have the meanings given to such terms in the Agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

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**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AESS PILOT SYSTEM ACCEPTANCE CERTIFICATE  
PROJECT:**

**Page 2 of 4**

**PHASE: I**

**DELIVERABLE: Subtask 8.2**

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By its signature below, Contractor hereby certifies to County that as of the date of this AESS Pilot System Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the AESS Pilot System Software (the Deliverable) set forth above, including satisfaction of the acceptance criteria applicable to such Deliverable and County's approval of the Work performed in connection with the achievement of such Deliverable. Contractor further represents and warrants that the Work performed in respect of the described Deliverable has been completed in accordance with the Exhibit B1 (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B1 (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: \_\_\_\_\_  
Contractor Project Director

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

**COUNTY REVIEWER INFORMATION**

Reviewer 1

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

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

Reviewer 2

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

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



**COUNTY APPROVER INFORMATION**

Approver Name: \_\_\_\_\_ Role: County Project Director

Deliverable Name: \_\_\_\_\_

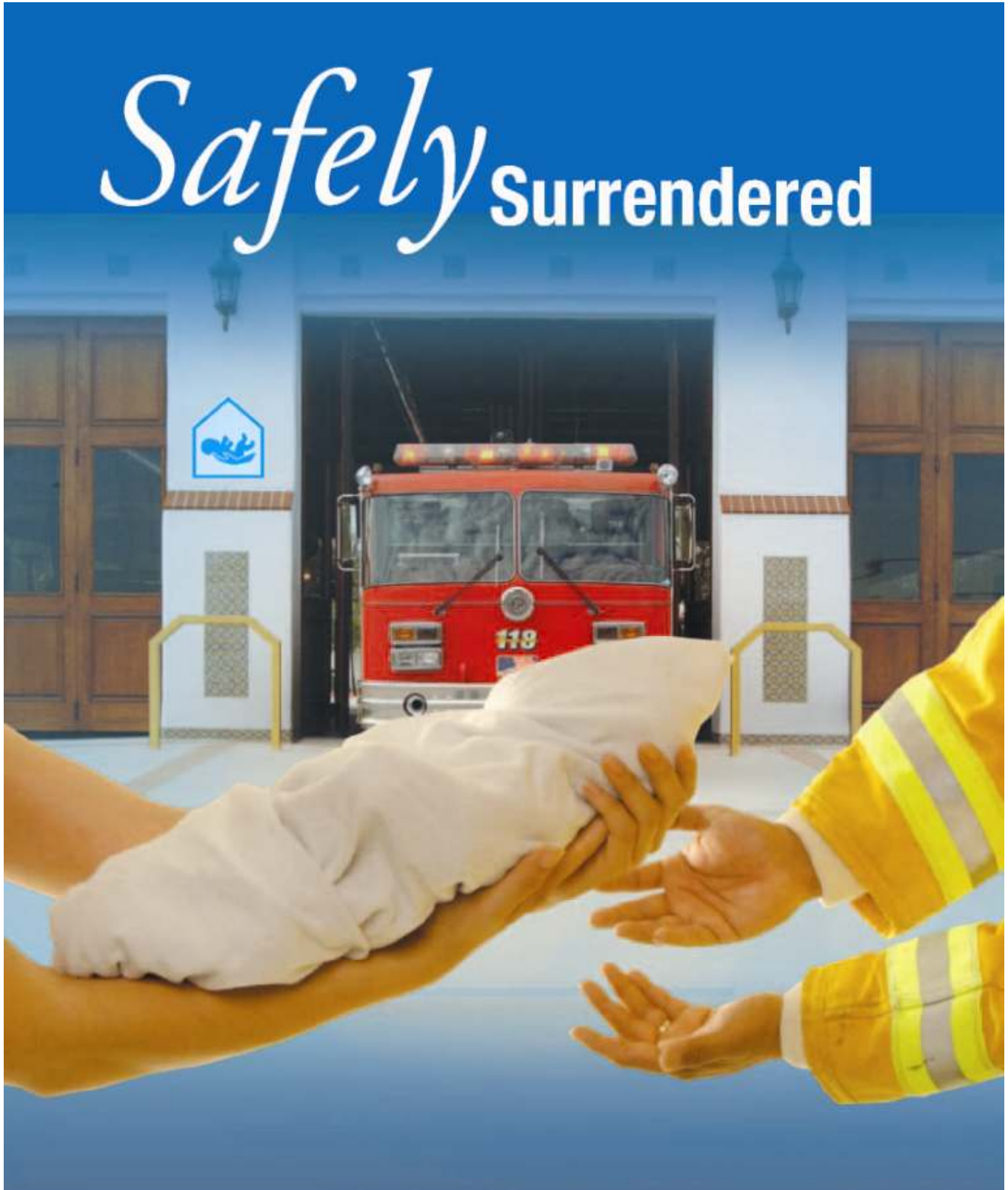
Action \_\_\_\_\_ Approve: \_\_\_\_\_ Reject: \_\_\_\_\_

Approver Comments: \_\_\_\_\_

Approver Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
County Project Director

## SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



No shame. No blame. No names.

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

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

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

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



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



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

Sin pena. Sin culpa. Sin nombres.

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

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



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un 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.



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

**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)