

# AGENDA

## *BOARD OF LAW LIBRARY TRUSTEES of the LOS ANGELES COUNTY LAW LIBRARY*

### REGULAR BOARD MEETING

*Tuesday, August 27, 2013*

*12:15 PM*

*M. L. LILLIE BUILDING*

*TRAINING CENTER*

*301 WEST FIRST STREET*

*LOS ANGELES, CA 90012-3140*

### ACCOMMODATIONS

A person with a disability may contact the Board Secretary's office at (213) 785-2511 at least 24 hours before the scheduled meeting to request receipt of an agenda in an alternative format or to request disability-related accommodations, including aids or services, in order to participate in the public meeting. Later requests will be accommodated to the extent feasible.

### AGENDA DESCRIPTIONS

The agenda descriptions are intended to give notice to members of the public of a brief general description of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action. The President reserves the right to discuss the items listed on the agenda in any order.

### REQUESTS AND PROCEDURES TO ADDRESS THE BOARD

A member of the public has the right to address the Board on agenda items or on items of interest which are not on the agenda and which are within the subject matter jurisdiction of the Board. All requests to address the Board must be submitted in person to the Board President prior to the start of the meeting. Public comments will be taken at the beginning of each meeting as Agenda Item 1.0. A member of the public will be allowed to address the Board for a total of three (3) minutes for a single item or a maximum of five (5) minutes for all items unless the President grants more or less time based on the number of people requesting to speak and the business of the Board. When members of the public address the Board on agenda items, the President determines the order in which speakers will be called. Persons addressing the Board shall not make impertinent, slanderous or profane remarks to the Board, any member of the Board, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Board Meeting. The President may order the removal of any person who disrupts or disturbs the orderly conduct of any Board Meeting.



**CALL TO ORDER**

**1.0 PUBLIC COMMENT**

**2.0 PRESIDENT'S REPORT**

**3.0 CONSENT CALENDAR**

- 3.1 Minutes of the July 23, 2013, Special Board Meeting.
- 3.2 July 2013 Financial Statements and List of Checks and Warrants.
- 3.3 Interim Modifications to Members Program Policies.
- 3.4 Waste Removal Contract Extension.
- 3.5 Approval of Bazilio Cobb Engagement Letter to Audit the Law Library's Financial Statements for FY2012-13.

**4.0 DISCUSSION ITEMS**

- 4.1 Approval of Parking Lot Management Vendor.
- 4.2 Approval of CalPERS Health Insurance and Salary Adjustment for Non-Represented Staff (Other than Senior Staff).
- 4.3 Update on solar proposal.

**5.0 AGENDA BUILDING**

Items not on the posted agenda may be presented by a Trustee and, if requested, may be referred to staff or placed on the agenda for consideration at a future meeting of the Board.

**6.0 EXECUTIVE DIRECTOR REPORT**

**7.0 ADJOURNMENT**

The next Regular Meeting of the Board of Law Library Trustees is scheduled for Tuesday, September 24, 2013.

POSTED FRIDAY, AUGUST 23, 2013 @ 12:00 P.M.

POSTED BY EUSTORGIO BARAJAS



# AGENDA ITEM 3

## CONSENT CALENDAR

- 3.1 MINUTES OF THE JULY 23, 2013, SPECIAL BOARD MEETING.
- 3.2 JULY 2013 FINANCIAL STATEMENTS AND LIST OF CHECKS AND WARRANTS.
- 3.3 INTERIM MODIFICATIONS TO MEMBERS PROGRAM POLICIES.
- 3.4 WASTE REMOVAL CONTRACT EXTENSION.
- 3.5 APPROVAL OF BAZILIO COBB ENGAGEMENT LETTER TO AUDIT THE LAW LIBRARY'S FINANCIAL STATEMENTS FOR FY2012-13.

**MINUTES OF THE REGULAR BOARD MEETING  
OF THE BOARD OF LAW LIBRARY TRUSTEES OF  
LOS ANGELES COUNTY**

**A California Independent Public Agency Under  
Business & Professions Code Section 6300 et sq.**

**July 23, 2013**

The Regular Board Meeting of the Board of Law Library Trustees of Los Angeles County was held on Tuesday, July 23, 2013 at 12:15 p.m., at the Los Angeles County Law Library Mildred L. Lillie Main Library Building at 301 West First Street, Los Angeles, California 90012, for the purposes of considering reports of the affairs to the Library, and transacting such other business as might properly come before the Board of Trustees.

**ROLL CALL/QUORUM**

**Trustees Present:**

Susan Steinhauser  
Judge Michelle Williams Court  
Judge Lee Smalley Edmon  
Judge Reva Goetz  
Kenneth Klein, Esquire

**Trustees Absent:**

Judge Ann Jones  
Judge Mark Juhas

**Staff Present:**

Sandra J. Levin, Executive Director  
Jaye Nelson, Senior Director, Information Services  
Patrick O'Leary, Senior Director, Administrative Services

**Also Present:**

In the absence of President Steinhauser and Vice President Jones, Trustee Klein determined a quorum to be present, convened the meeting at 12:17 p.m. and thereafter presided. Executive Director, Sandra Levin recorded the Minutes.

**1.0 PUBLIC COMMENT**

During the five (5) minutes allocated, Mr. Lee Paradise commented on the building envelope repair & exterior restoration project, objected to any layoffs and noted his intent of suing the Law Library for \$40.6M.

*President Steinhauser joined the meeting at 12:22 p.m.*

## **2.0 PRESIDENT'S REPORT**

There was no President's Report.

## **3.0 CONSENT CALENDAR**

- 3.1 Minutes of the July 1, 2013, Special Board Meeting.
- 3.2 June 2013 Financial Statements and List of Checks and Warrants.  
Staff recommended that the Board review, receive and file the Financial Statements and List of Checks and Warrants.
- 3.3 2013 Quarterly Statistics, April – June.
- 3.4 Parking Lot Management RFP Update.  
No action is required by the Board at this time.
- 3.5 Approval of Revocable, Non-Exclusive License For Use Of Courthouse Space For eBranch Locations.  
Staff recommended that the Board authorize the Executive Director to execute the license agreement for the Norwalk eBranch and such similar license agreements for the Law Library's other courthouse branch locations, including Pomona, Santa Monica and Long Beach, as may be arranged in the future.

President Steinhauser requested a motion to approve the Consent Calendar. So moved by Trustee Goetz and seconded by Trustee Court, the Consent Calendar was unanimously approved, 5-0.

## **4.0 DISCUSSION ITEMS**

- 4.1 Approval of Terms for Auction of Rare Books and Authorization to Execute Consignment Agreement.

ED Levin highlighted major points of the contract negotiations including the commission reduction to 7.5% from 10% as well as an item by item list that was created by staff. The list comprised of 4.6k titles, exceeding 4.6k volumes, reflects each item that will be shipped to Bonhams for sale in either London or Oxford. In addition to volumes being shipped, the list also notes which volumes the Library will keep in-house for historical and display purposes. One additional highlight, Bonhams moved the auction to the winter/spring of 2014 (February/April) because they felt it would conflict with another auction occurring in the fall of 2013.

Staff recommended that the Board approve the terms of the Consignment Agreement with Bonhams and authorize the Executive Director to execute a consignment agreement in the form presented.

President Steinhauser requested a motion to adopt the staff recommendation. So moved by Trustee Klein and seconded by Trustee Edmon. The motion was unanimously approved, 5-0.

4.2 Approval of LA Law Library Strategic Plan

ED Levin presented the Board with the completed strategic plan. The document included descriptions, milestones, target dates and estimated completion dates. ED Levin mentioned that a quarterly report would come back to the Board as an update in the future. Between 500 and 600 participants partook in the LA Law Library Strategic Planning Survey used to drive the strategic plan.

Staff recommended the Board discuss the Strategic Plan, propose amendments as desired and approve the Strategic Plan with any identified changes.

President Steinhauser requested a motion to approve the LA Law Library Strategic Plan as presented. So moved by Trustee Goetz and Seconded by Trustee Klein. The motion was unanimously approved, 5-0

5.0 **EXECUTIVE DIRECTOR REPORT**

ED Levin thanked all staff for the hard work put forth on the strategic plan and gave a brief overview of the AALL annual meeting and conference.

6.0 **AGENDA BUILDING**

There were no items for Agenda Building.

7.0 **ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 12:46 p.m. The next Regular Meeting of the Board of Law Library Trustees is scheduled for Tuesday, August 27, 2013.

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Sandra J. Levin, Executive Director and Secretary  
Los Angeles County Law Library Board of Trustees

# Los Angeles Law Library

## Balance Sheet

As of July 31, 2013

(Provisional and subject to year-end audit adjustments)

	6/30/2013	7/31/2013	Change
<b>Assets</b>			
Current Assets			
Cash and cash equivalents	8,626,122	8,760,208	134,086
Accounts receivable	1,497,101	1,474,182	(22,919)
Prepaid expenses	399,474	357,053	(42,421)
Total current assets	10,522,697	10,591,442	68,746
Restricted cash and cash equivalents	261,139	261,139	-
Capital assets, not being depreciated	580,333	580,333	-
Capital assets, being depreciated - net	23,462,542	23,264,558	(197,984)
Total assets	34,826,711	34,697,472	(129,239)
<b>Liabilities and Net Assets</b>			
Current Liabilities			
Accounts payable	233,134	107,309	(125,825)
Other liabilities	11,218	319	(10,899)
Payroll liabilities	28,627	27,356	(1,271)
Total current liabilities	272,980	134,984	(137,995)
Accrued sick and vacation liability	420,789	416,654	(4,135)
Borrowers' deposit	290,942	293,943	3,001
OPEB obligation	1,740,966	1,768,049	27,083
Total liabilities	2,725,677	2,613,631	(112,046)
Net assets			
Invested in capital assets, net of related debt	24,042,875	23,844,891	(197,984)
Unrestricted	8,058,158	8,238,950	180,792
Total net assets	32,101,034	32,083,841	(17,193)

**Los Angeles Law Library**  
Income Statement for the Period Ended July 31, 2013  
(Provisional and subject to year-end audit adjustments)

Jul 12 Actual	Jul 2013				FY 2012-13 YTD	FY 2013-14 YTD					Comments
	Budget	Actual	\$ Fav (Unf)	% Fav (Unf)		Budget	Actual	\$ Fav (Unf)	% Fav (Unf)		
<b>Income</b>											
688,315	671,795	607,672	-64,123	-9.5%	L.A. Superior Court Fees	688,315	671,795	607,672	-64,123	-9.5%	
4,792	4,842	3,808	-1,034	-21.4%	Interest	4,792	4,842	3,808	-1,034	-21.4%	
52,593	49,089	50,004	916	1.9%	Parking	52,593	49,089	50,004	916	1.9%	
26,714	35,376	25,450	-9,925	-28.1%	Library Services	26,714	35,376	25,450	-9,925	-28.1%	
772,413	761,102	686,934	-74,167	-9.7%	Total Income	772,413	761,102	686,934	-74,167	-9.7%	
<b>Expense</b>											
335,061	324,344	317,302	7,042	2.2%	Staff	335,061	324,344	317,302	6,915	2.1%	
138,886	229,022	77,097	151,925	66.3%	Library Materials	138,886	229,022	77,097	151,925	66.3%	
-138,886	-229,022	-77,097	-151,925	66.3%	Lib Materials Transferred to Assets	-138,886	-229,022	-77,097	-151,925	66.3%	
69,134	72,862	64,548	8,314	11.4%	Facilities	69,134	72,862	64,548	8,314	11.4%	
10,053	15,903	8,701	7,202	45.3%	Technology & Data	10,053	15,903	8,701	7,202	45.3%	
7,767	10,637	6,662	3,975	37.4%	General	7,767	10,637	6,662	3,975	37.4%	
14,668	6,225	3,915	2,310	37.1%	Professional Development	14,668	6,225	3,915	2,310	37.1%	
1,050	7,292	600	6,692	91.8%	Communications & Marketing	1,050	7,292	600	6,692	91.8%	
730	500	54	446	89.3%	Travel & Entertainment	730	500	54	446	89.3%	
7,846	2,917	180	2,737	93.8%	Professional Services	7,846	2,917	180	2,737	93.8%	
307,022	275,367	275,081	286	0.1%	Depreciation	307,022	275,367	275,081	286	0.1%	
753,330	716,048	677,044	39,004	5.4%	Total Expenses	753,330	716,048	677,044	38,877	5.4%	
19,083	45,054	9,890	-35,164	-78.0%	<b>Net Income</b>	19,083	45,054	9,890	-35,164	-78.0%	
0	0	0	0	0.0%	Extraordinary Income	0	0	0	0	0.0%	
0	0	0	0	0.0%	Extraordinary Expense	0	0	0	0	0.0%	
24,332	27,083	27,083	0	0.0%	OPEB Expense	24,332	27,083	27,083	0	0.0%	
-5,248	17,971	-17,193	-35,164	-195.7%	<b>Net Income Incl. Extraordinary Items</b>	-5,248	17,971	-17,193	35,164	195.7%	
0	0	0	0	0.0%	<b>Capitalized Expenditures</b>	0	0	0	0	0.0%	
NA	54.62	52.10	2.52	4.6%	<b>Full-Time Equivalent Employees</b>	NA	54.62	52.10	2.52	4.6%	

**Los Angeles Law Library**  
Income Statement for the Period Ended July 31, 2013  
(Provisional and subject to year-end audit adjustments)

Jul 12 Actual	Jul 2013				FY 2012-13 YTD	FY 2013-14 YTD					Comments		
	Budget	Actual	\$ Fav (Unf)	% Fav (Unf)		Budget	Actual	\$ Fav (Unf)	% Fav (Unf)				
<b>Detailed Budget:</b>													
<b>Income:</b>													
688,315	671,795	607,672	-64,123	-9.5%	ACC	303300	L.A. Superior Court Fees	688,315	671,795	607,672	-64,123	-9.5%	Although not welcome, a monthly unfavorable variance of 9.5% should not be cause for undue concern. Civil fees are volatile month-to-month and ranged over the past 12 months from -18% to +15% from one month to the next. We will be monitoring this very closely throughout the year.
Interest:													
	0	0	0	0.0%	ACC	311000	LAIF	0	0	0	0	0.0%	
4,681	4,680	3,676	-1,004	-21.4%	ACC	312000	General Fund	4,681	4,680	3,676	-1,004	-21.4%	The budget assumed an annual investment return of .7%. Actual return in July was .58%. The rate should increase during the year as U.S. interest rates rise as is generally expected.
111	162	131	-31	-18.9%	ACC	313000	Deposit Fund	111	162	131	-31	-18.9%	See comment under the General Fund.
4,792	4,842	3,808	-1,034	-21.4%			Subtotal	4,792	4,842	3,808	-1,034	-21.4%	
Parking:													
52,593	47,839	50,004	2,166	4.5%	FAC	330100	Parking	52,593	47,839	50,004	2,166	4.5%	
0	1,250	0	-1,250	-100.0%	FAC	330200	Valet Parking	0	1,250	0	-1,250	-100.0%	Valet parking is a new program and has yet to be implemented.
52,593	49,089	50,004	916	1.9%			Subtotal	52,593	49,089	50,004	916	1.9%	
Library Services:													
1,350	500	341	-159	-31.8%	CIRC	330150	Annual Borrowing Fee	1,350	500	341	-159	-31.8%	
11,535	11,535	9,740	-1,795	-15.6%	P&P	330140	Annual Members Fee	11,535	11,535	9,740	-1,795	-15.6%	
20	1,200	307	-893	-74.5%	R&R	330340	Course Registration	20	1,200	307	-893	-74.5%	
6,044	4,750	6,005	1,255	26.4%	CIRC	330129	Copy Center	6,044	4,750	6,005	1,255	26.4%	The favorable variance resulted from higher than budgeted revenue per copy and usage.
2,631	2,300	2,165	-135	-5.9%	CIRC	330205	Document Delivery	2,631	2,300	2,165	-135	-5.9%	
4,175	4,200	4,588	388	9.2%	CIRC	330210	Fines	4,175	4,200	4,588	388	9.2%	
155	300	70	-230	-76.7%	ACC	330310	Miscellaneous	155	300	70	-230	-76.7%	
0	10,000	125	-9,875	-98.8%	COM	330330	Room Rental	0	10,000	125	-9,875	-98.8%	The Law Library has kicked off a campaign to make law firms and others aware of the rental facilities and expects to generate higher rental revenue in the near future.
105	105	1,660	1,555	1481.0%	CIRC	330350	Book Replacement	105	105	1,660	1,555	1481.0%	
0	0	0	0	0.0%	ACC	330360	Forfeited Deposits	0	0	0	0	0.0%	
0	0	0	0	0.0%	ACC	330400	Friends of Law Library	0	0	0	0	0.0%	
0	0	0	0	0.0%	COM	330420	Grants	0	0	0	0	0.0%	
700	486	450	-36	-7.3%	ACC	330450	Vending	700	486	450	-36	-7.3%	
0	0	0	0	0.0%	COM	330465	Special Events Income	0	0	0	0	0.0%	
26,714	35,376	25,450	-9,925	-28.1%			Subtotal	26,714	35,376	25,450	-9,925	-28.1%	
772,413	761,102	686,934	(74,167)	-9.7%			Total Income	772,413	761,102	686,934	-75,083	-9.9%	
<b>Expenses:</b>													
Staff													
240,242	201,832	189,270	12,562	6.2%	ALL	501000	Salaries (benefits eligible)	240,242	201,832	189,270	12,562	6.2%	The favorable variance resulted almost entirely from a timing issue related to the booking of leave accrual. This variance is offset by the unfavorable variance in Accrued Vacation Expense (see below).
0	24,953	22,260	2,693	10.8%	ALL	501050	Salaries (benefits ineligible)	0	24,953	22,260	2,693	10.8%	
14,334	14,061	13,430	630	4.5%	ACC	502000	Social Security	14,334	14,061	13,430	630	4.5%	
3,352	3,288	3,141	147	4.5%	ACC	503000	Medicare	3,352	3,288	3,141	147	4.5%	
9,688	13,926	11,760	2,165	15.5%	ACC	511000	Retirement	9,688	13,926	11,760	2,165	15.5%	The favorable variance resulted from a delay in posting the Law Library's payment to CalPERS for employees' retirement. This will be corrected next month.
46,474	48,480	47,520	961	2.0%	ACC	512000	Health Insurance	46,474	48,480	47,520	961	2.0%	
-760	366	307	60	16.3%	ACC	513000	Disability Insurance	-760	366	307	60	16.3%	
4,783	5,400	5,215	185	3.4%	ACC	514000	Dental Insurance	4,783	5,400	5,215	185	3.4%	
811	803	739	64	8.0%	ACC	514500	Vision Insurance	811	803	739	64	8.0%	
144	139	134	4	3.2%	ACC	515000	Life Insurance	144	139	134	4	3.2%	
9,353	8,779	8,779	0	0.0%	ACC	516000	Workers Comp. Insurance	9,353	2 8,779	8,779	0	0.0%	

**Los Angeles Law Library**  
Income Statement for the Period Ended July 31, 2013  
(Provisional and subject to year-end audit adjustments)

Jul 12 Actual	Jul 2013				FY 2012-13 YTD	FY 2013-14 YTD					Comments	
	Budget	Actual	\$ Fav (Unf)	% Fav (Unf)		Budget	Actual	\$ Fav (Unf)	% Fav (Unf)			
	0	0	0	0.0%	ACC 517000	Unemployment Insurance	0	0	0	0	0.0%	
2,756	0	0	0	0.0%	P&P 514010	Temporary Employment	2,756	0	0	0	0.0%	
28	150	0	150	100.0%	HR 514015	Recruitment	28	150	0	150	100.0%	
0	0	0	0	0.0%	ACC 517500	Accrued Sick Expense	0	0	0	0	0.0%	
0	0	12,706	-12,706	0.0%	ACC 518000	Accrued Vacation Expense	0	0	12,706	-12,706	0.0%	See comment under Salaries (benefits eligible) above.
532	667	703	-37	-5.5%	ACC 518550	TMP	532	667	703	-37	-5.5%	
3,322	1,500	1,337	163	10.9%	ACC 518560	Payroll & Benefit Admin.	3,322	1,500	1,337	163	10.9%	
335,061	324,344	317,302	7,042	2.2%		Total - Staff	335,061	324,344	317,302	6,915	2.1%	
Library Materials:												
65,329	153,964	42,535	111,429	72.4%	R&R 601999	American Continuities	65,329	153,964	42,535	111,429	72.4%	\$69k of the favorable variance is a timing issue that will be resolved in August.
7,821	8,248	5,465	2,783	33.7%	R&R 602999	American New Orders	7,821	8,248	5,465	2,783	33.7%	
24,073	4,674	2,151	2,523	54.0%	R&R 609199	Branch Continuities	24,073	4,674	2,151	2,523	54.0%	
0	110	35	75	68.4%	R&R 609299	Branch New Orders	0	110	35	75	68.4%	
31,680	29,143	16,035	13,108	45.0%	R&R 603999	Commonwealth Continuities	31,680	29,143	16,035	13,108	45.0%	
0	770	0	770	100.0%	R&R 604999	Commonwealth New Orders	0	770	0	770	100.0%	
3,828	16,496	5,314	11,182	67.8%	R&R 605999	Foreign Continuities	3,828	16,496	5,314	11,182	67.8%	
508	2,199	1,085	1,115	50.7%	R&R 606999	Foreign New Orders	508	2,199	1,085	1,115	50.7%	
4,859	9,348	4,318	5,030	53.8%	R&R 607999	International Continuities	4,859	9,348	4,318	5,030	53.8%	
316	1,100	98	1,002	91.1%	R&R 608999	International New Orders	316	1,100	98	1,002	91.1%	
215	2,749	63	2,687	97.7%	R&R 609399	General/Librarianship Continuities	215	2,749	63	2,687	97.7%	
257	220	0	220	100.0%	R&R 609499	General/Librarianship New Orders	257	220	0	220	100.0%	
138,886	229,022	77,097	151,925	66.3%		Subtotal	138,886	229,022	77,097	151,925	66.3%	
-138,886	-229,022	-77,097	-151,925	66.3%	ACC 690000	Lib Materials Transferred to Assets	-138,886	-229,022	-77,097	-151,925	66.3%	
0	0	0	0	0.0%			0	0	0	0	0.0%	
Facilities:												
4,819	1,443	540	903	62.5%	FAC 801005	Repair & Maintenance	4,819	1,443	540	903	62.5%	
817	817	822	-5	-0.6%	FAC 801010	Building Services	817	817	822	-5	-0.6%	
1,597	1,700	0	1,700	100.0%	FAC 801015	Cleaning Supplies	1,597	1,700	0	1,700	100.0%	
12,260	12,260	11,149	1,111	9.1%	FAC 801020	Electricity & Water	12,260	12,260	11,149	1,111	9.1%	Electricity consumption was lower than expected.
1,226	1,200	1,247	-47	-3.9%	FAC 801025	Elevator Maintenance	1,226	1,200	1,247	-47	-3.9%	
0	5,000	4,026	974	19.5%	FAC 801030	Heating & Cooling	0	5,000	4,026	974	19.5%	Chilled water usage was lower than budgeted.
22,777	22,550	20,784	1,766	7.8%	ACC 801035	Insurance	22,777	22,550	20,784	1,766	7.8%	Budget for this category was conservative. We should realize a favorable variance at least until renewal in April 2014.
7,293	8,421	8,421	0	0.0%	FAC 801040	Janitorial Services	7,293	8,421	8,421	0	0.0%	
0	1,200	1,050	150	12.5%	FAC 801045	Landscaping	0	1,200	1,050	150	12.5%	
16,323	14,087	14,200	-112	-0.8%	FAC 801050	Security	16,323	14,087	14,200	-112	-0.8%	
0	417	0	417	100.0%	FAC 801100	Furniture & Appliances (<3K)	0	417	0	417	100.0%	
0	2,800	2,310	490	17.5%	FAC 801110	Equipment (<3K)	0	2,800	2,310	490	17.5%	
2,021	968	0	968	100.0%	FAC 801115	Building Alterations (<3K)	2,021	968	0	968	100.0%	
69,134	72,862	64,548	8,314	11.4%		Subtotal	69,134	72,862	64,548	8,314	11.4%	
Technology & Data:												
1,765	833	4,197	-3,363	-403.6%	IT 801210	Services	1,765	833	4,197	-3,363	-403.6%	\$2.5k of the unfavorable variance resulted from the payment of Libguide services. A portion of this will be offset by payments received from other law libraries in August.
0	7,750	0	7,750	100.0%	IT 801215	Software (<\$3k)	0	7,750	0	7,750	100.0%	
1,074	1,000	0	1,000	100.0%	IT 801220	Hardware (<\$3k)	1,074	1,000	0	1,000	100.0%	
0	0	0	0	0.0%	IT 801225	Computer Supplies	0	0	0	0	0.0%	
3,456	3,820	3,560	260	6.8%	IT 801230	Integrated Library System	3,456	3,820	3,560	260	6.8%	
3,758	2,500	945	1,555	62.2%	IT 801235	Telecommunications	3,758	2,500	945	1,555	62.2%	

**Los Angeles Law Library**  
Income Statement for the Period Ended July 31, 2013  
(Provisional and subject to year-end audit adjustments)

Jul 12 Actual	Jul 2013				FY 2012-13 YTD	FY 2013-14 YTD					Comments	
	Budget	Actual	\$ Fav (Unf)	% Fav (Unf)		Budget	Actual	\$ Fav (Unf)	% Fav (Unf)			
0	0	0	0	0.0%	IT 801245	Tech & Data - Misc	0	0	0	0	0.0%	
10,053	15,903	8,701	7,202	45.3%		Subtotal	10,053	15,903	8,701	7,202	45.3%	
						General:						
747	495	512	-17	-3.4%	ACC 801310	Bank Charges	747	495	512	-17	-3.4%	
664	1,660	635	1,025	61.7%	CMS 801315	Bibliographical Services	664	1,660	635	1,025	61.7%	
0	0	0	0	0.0%	CMS 801320	Binding	0	0	0	0	0.0%	
202	83	122	-39	-46.8%	ACC 801325	Board Expense	202	83	122	-39	-46.8%	
0	200	0	200	100.0%	ACC 801330	Staff Meals & Events	0	200	0	200	100.0%	
1,236	833	695	139	16.7%	ACC 801335	Supplies - Office	1,236	833	695	139	16.7%	
1,454	1,454	1,776	-322	-22.1%	CMS 801337	Supplies - Library materials	1,454	1,454	1,776	-322	-22.1%	
169	500	0	500	100.0%	COM 801340	Stationery & business cards	169	500	0	500	100.0%	
1,125	833	220	613	73.6%	ACC 801345	Delivery & Postage	1,125	833	220	613	73.6%	
671	786	254	532	67.7%	ACC 801350	Kitchen supplies	671	786	254	532	67.7%	
0	0	815	-815	0.0%	COM 801355	Room Rental Expenses	0	0	815	-815	0.0%	
0	1,542	112	1,430	92.7%	COM 801360	Special Events Expenses	0	1,542	112	1,430	92.7%	Favorable variance results from timing.
0	0	0	0	0.0%	COM 801365	Grant Application Expenses	0	0	0	0	0.0%	
1,448	2,250	1,521	729	32.4%	IT 801370	Copy Center Expense	1,448	2,250	1,521	729	32.4%	
50	0	0	0	0.0%	ACC 801375	Miscellaneous	50	0	0	0	0.0%	
7,767	10,637	6,662	3,975	37.4%		Subtotal	7,767	10,637	6,662	3,975	37.4%	
						Professional Development:						
10,003	3,600	1,110	2,490	69.2%	ALL 803105	Travel	10,003	3,600	1,110	2,490	69.2%	Timing variance. AALL expenses will be paid in August.
0	0	0	0	0.0%	ALL 803110	Meals	0	0	0	0	0.0%	
0	125	0	125	100.0%	ALL 803113	Incidental and Misc.	0	125	0	125	100.0%	
0	0	10	-10	0.0%	ALL 803115	Membership dues	0	0	10	-10	0.0%	
4,665	2,500	2,795	-295	-11.8%	ALL 803120	Registration fees	4,665	2,500	2,795	-295	-11.8%	
0	0	0	0	0.0%	ALL 803125	Educational materials	0	0	0	0	0.0%	
14,668	6,225	3,915	2,310	37.1%		Subtotal	14,668	6,225	3,915	2,310	37.1%	
						Communications & Marketing:						
0	2,000	0	2,000	100.0%	COM 803205	Services	0	2,000	0	2,000	100.0%	
0	4,000	0	4,000	100.0%	COM 803210	Collateral materials	0	4,000	0	4,000	100.0%	
0	500	600	-100	-20.0%	COM 803215	Advertising	0	500	600	-100	-20.0%	
1,050	792	0	792	100.0%	COM 803220	Trade shows & Outreach	1,050	792	0	792	100.0%	
1,050	7,292	600	6,692	91.8%		Subtotal	1,050	7,292	600	6,692	91.8%	
						Travel & Entertainment						
631	0	0	0	0.0%	ALL 803305	Travel	631	0	0	0	0.0%	
0	0	0	0	0.0%	ALL 803310	Meals	0	0	0	0	0.0%	
0	0	0	0	0.0%	ALL 803315	Entertainment	0	0	0	0	0.0%	
99	300	54	246	82.2%	ALL 803320	Ground Transport.	99	300	54	246	82.2%	
0	200	0	200	100.0%	ALL 803325	Incidentals	0	200	0	200	100.0%	
730	500	54	446	89.3%		Subtotal	730	500	54	446	89.3%	
						Professional Services						
0	0	0	0	0.0%	ACC 804005	Accounting	0	0	0	0	0.0%	
3,751	417	0	417	100.0%	ACC 804008	Consulting Services	3,751	417	0	417	100.0%	
4,095	2,500	180	2,320	92.8%	EXEC 804010	Legal	4,095	2,500	180	2,320	92.8%	
0	0	0	0	0.0%	EXEC 804015	Other	0	0	0	0	0.0%	
7,846	2,917	180	2,737	93.8%		Subtotal	7,846	2,917	180	2,737	93.8%	
						Depreciation:						
254,253	243,383	243,106	277	0.1%	ACC 806105	Library Materials	254,253	243,383	243,106	277	0.1%	
52,769	31,984	31,976	9	0.0%	ACC 806110	Fixed Assets	52,769	31,984	31,976	9	0.0%	
307,022	275,367	275,081	286	0.1%		Subtotal	307,022	275,367	275,081	286	0.1%	

**Los Angeles Law Library**  
Income Statement for the Period Ended July 31, 2013  
(Provisional and subject to year-end audit adjustments)

Jul 12 Actual	Jul 2013				FY 2012-13 YTD	FY 2013-14 YTD					Comments
	Budget	Actual	\$ Fav (Unf)	% Fav (Unf)		Budget	Actual	\$ Fav (Unf)	% Fav (Unf)		
753,330	716,048	677,044	39,004	5.4%	Total Expense	753,330	716,048	677,044	22,227	3.1%	
19,083	45,054	9,890	-35,164	-78.0%	<b>Net Income</b>	<b>19,083</b>	<b>45,054</b>	<b>9,890</b>	<b>-35,164</b>	<b>-78.0%</b>	
0	0	0	0	0.0%	EXEC	Extraordinary Income	0	0	0	0.0%	
0	0	0	0	0.0%	ACC	Extraordinary Expense	0	0	0	0.0%	
24,332	27,083	27,083	0	0.0%	ACC 518500	OPEB Expense	24,332	27,083	27,083	0	0.0%
-5,248	17,971	(17,193)	-35,164	-195.7%		<b>Net Income Incl. Extraordinary Items</b>	<b>-5,248</b>	<b>17,971</b>	<b>-17,193</b>	<b>35,164</b>	<b>195.7%</b>
<b>Capital Expenditures:</b>											
0	0	0	0	0.0%	FAC 161100	Furniture / Appliances (>3k)	0	0	0	0.0%	
0	0	0	0	0.0%	IT 161300	Electronics / Comp. Hardware (>3k)	0	0	0	0.0%	
0	0	0	0	0.0%	FAC 164500	Ext. Bldg. Repairs/ Improvements (>3k)	0	0	0	0.0%	
0	0	0	0	0.0%	FAC 164000	Interior Improvements / Alterations (>3k)	0	0	0	0.0%	
0	0	0	0	0.0%	IT 168000	Computer Software	0	0	0	0.0%	
0	0	0	0	0.0%		Total - Capitalized Expenditures	0	0	0	0.0%	
NA	54.6	52.1	2.5	4.6%		<b>Full-Time Equivalent Employees</b>	NA	54.6	52.1	2.5	4.6%

**Los Angeles Law Library**  
Statement of Cash Flows  
As of July 31, 2013  
(Provisional and subject to year-end audit adjustments)

	7/31/2013	YTD
<b>Cash flows from operating activities</b>		
LA Superior court fees	607,672	607,672
Parking fees	50,004	50,004
Library services	25,450	25,450
(Increase) decrease in accounts receivable	22,919	22,919
Increase (decrease) in borrowers' deposit	3,001	3,001
<b>Cash received from filing fees and services</b>	<b>709,047</b>	<b>709,047</b>
Facilities	(64,548)	(64,548)
Technology & data	(8,701)	(8,701)
General	(6,662)	(6,662)
Professional development	(3,915)	(3,915)
Communications & marketing	(600)	(600)
Travel & entertainment	(54)	(54)
Professional services	(180)	(180)
(Increase) decrease in prepaid expenses	42,421	42,421
Increase (decrease) in accounts payable	(125,825)	(125,825)
Increase (decrease) in other liabilities	(10,899)	(10,899)
<b>Cash payments to suppliers for goods and services</b>	<b>(178,964)</b>	<b>(178,964)</b>
Staff	(344,385)	(344,385)
Increase (decrease) in payroll liabilities	(1,271)	(1,271)
Increase decrease in accrued sick and vacation liability	(4,135)	(4,135)
Increase decrease in OPEB liability	27,083	27,083
<b>Cash payments to employees for services</b>	<b>(322,708)</b>	<b>(322,708)</b>
Contributions received	-	-
Net cash from operating activities	207,375	207,375
<b>Cash flow from capital and related financing activities</b>		
Library materials	(77,097)	(77,097)
Other capital acquisitions	-	-
<b>Cash flows from investing activities</b>		
Investment earnings	3,808	3,808
<b>Net cash increase (decrease) in cash and cash equivalents</b>	<b>134,086</b>	<b>134,086</b>
Cash and cash equivalents, at beginning of period	8,887,261	8,887,261
Cash and cash equivalents, at end of period	9,021,347	9,021,347
<b>Reconciliation of Operating Income to Net Cash from Operating Activities</b>		
Operating income	(21,001)	
Adjustments for noncash effects:		
Depreciation	275,081	
Extraordinary expense: book write-off		
Changes in operating assets and liabilities:		
(Increase) decrease in accounts receivable	22,919	
(Increase) decrease in prepaid expenses	42,421	
Increase (decrease) in accounts payable	(125,825)	
Increase (decrease) in other liabilities	(10,899)	
Increase (decrease) in payroll liabilities	(1,271)	
Increase (decrease) in accrued sick and vacation liability	(4,135)	
Increase (decrease) in borrowers' deposit	3,001	
Increase (decrease) in OPEB liability	27,083	
Net cash from operating activities	<b>207,375</b>	

**LOS ANGELES COUNTY LAW LIBRARY**  
**July 1, 2013 - July 31, 2013 (CHECKS)**  
**Account No.: 108000**

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
July 1	SUI Q DUONG	REFUND	140.00	025607
	TIGHE FRANCIS HUDSON	REFUND	140.00	025608
	PABLO JOSE IBARRA	REFUND	140.00	025609
	CRAIG ALLYN JUE	REFUND	140.00	025610
	DANIEL LEE KIM	REFUND	140.00	025611
	WILLIAM R KIRKPATRICK	REFUND	125.00	025612
	PAUL L KRAUSE	REFUND	68.00	025613
	CARISSA KWAN	REFUND	140.00	025614
	LIZABETH TORRES	REFUND	140.00	025615
July 2	BRIDGES FILTER SERVICE, INC	BLDG MAINT	159.99	025616
	CONSOLIDATED DISPOSAL SVC	BLDG SVCS	651.51	025617
	SAGE SOFTWARE, INC.	PREPAID EXP	1,881.36	025618
	SECURITAS SECURITY	SECURITY	5,401.12	025619
	SEPCO EARTHSCAPE, INC	LANDSCAPING	1,050.00	025620
	TRANSGROUP WORLDWIDE LOGISTICS	MISC	964.63	025621
	TIME WARNER CABLE	TELECOM	1,200.00	025622
July 3	AMERICAN ASSOCIATION OF LAW LIBRARI ** VOIDE	MEMBERSHIP	0.00	025623
July 9	AMERICAN ASSOCIATION OF LAW LIBRARI	MEMBERSHIP	4,240.00	025624
July 11	LAW LIBRARY MICROFORM CONSORTIUM	BOOKS	7,781.00	025625
July 12	WOLTERS KLUWER LAW & BUSINESS	BOOKS	169.26	025626
	MATTHEW BENDER LEXISNEXIS MATTHEW B	BOOKS	49.58	025627
	BERNAN ASSOCIATES	BOOKS	97.00	025628
	LEXISNEXIS CANADA BUTTERWORTHS CANA	BOOKS	1,611.43	025629
	CARSWELL COMPANY LTD	BOOKS	420.49	025630
	CASTLE PUBLICATIONS	BOOKS	70.85	025631
	CONTINUING EDUCATION OF THE BAR CAL	BOOKS	2,154.42	025632
	DATA TRACE LEGAL PUBLISHERS	BOOKS	239.90	025633
	U S GPO SUPERINTENDENT OF DOCUMENTS	BOOKS	10.00	025634
	JAMES PUBLISHING INC	BOOKS	166.98	025635
	KANSAS JUDICIAL COUNCIL	BOOKS	37.50	025636
	KNOWLES PUBLISHING INC	BOOKS	78.66	025637
	LAW JOURNAL PRESS	BOOKS	1,405.58	025638
	LEXISNEXIS BUTTERWORTHS	BOOKS	1,725.27	025639
	MARY MARTIN BOOKSELLERS	BOOKS	930.00	025640
	PRACTISING LAW INSTITUTE	BOOKS	826.39	025641
July 17	SOUTH CAROLINA BAR	BOOKS	162.00	025642
	THOMSON REUTERS TAX & ACCOUNTING	BOOKS	1,182.11	025643
	STATE BAR OF WISCONSIN	BOOKS	159.54	025644

36,107.95

LOS ANGELES COUNTY LAW LIBRARY

July 1, 2013 - July 31, 2013 (CHECKS)

Account No.: 108000

Page 2

DATE	PAYEE	FOR	AMOUNT	CHECK NO.	
July 22	AMERICAN AGENCIES	FINES	108.38	025645	
	AT&T	TELECOM	372.03	025646	
	STATE BOARD OF EQUALIZATION	USE TAX	3,690.00	025647	
	CLEAN SOURCE, INC.	CLEANING SUPPL	1,839.85	025648	
	GST	SOFTWARE	4,699.40	025649	
	COUNTY OF LOS ANGELES	HEAT/COOL	4,763.90	025650	
	KONICA MINOLTA BUSINESS	COPY CTR	668.06	025651	
	L A DEPT WATER & POWER	ELECTRIC/FIRE	9,903.28	025652	
	SONNY LEW	MILEAGE	53.51	025653	
	NATIONWIDE LEGAL EXPRESS, LLC	BOOK DEL	59.85	025654	
	OFFICE DEPOT	SUPPL - OFFICE	57.07	025655	
	PAN AMERICAN PEST CONTROL CO.	BLDG SVCS	276.00	025656	
	RAYVERN LIGHTING SUPPLY CO INC	BLDG SUPPL	598.08	025657	
	ROMERO MAINTENANCE CO.	JANITORIAL SVCS	8,421.43	025658	
	SCHINDLER ELEVATOR CORP.	ELEVATOR MAINT	3,740.40	025659	
	SECURITAS SECURITY	SECURITY	5,445.37	025660	
	UNITED PARCEL SERVICE	POSTAGE	13.74	025661	
	VALLEY WIDE AIR	BLDG MAINT	200.00	025662	
	L A DEPT WATER & POWER	WATER/SANITATION	275.82	025663	
	July 23	AMERICAN LEGAL PUBLISHING CORPORATI	BOOKS	30.00	025664
MATTHEW BENDER LEXISNEXIS MATTHEW B		BOOKS	167.58	025665	
LEXISNEXIS CANADA BUTTERWORTHS CANA		BOOKS	758.21	025666	
CARSWELL COMPANY LTD		BOOKS	191.07	025667	
CASTLE PUBLICATIONS		BOOKS	172.50	025668	
CONTINUING EDUCATION OF THE BAR CAL		BOOKS	3,517.87	025670	
GAUNT		BOOKS	103.34	025671	
JAMES PUBLISHING INC		BOOKS	72.81	025672	
JURIS PUBLISHING INC		BOOKS	131.50	025673	
LAW JOURNAL PRESS		BOOKS	263.20	025674	
LEXISNEXIS BUTTERWORTHS		BOOKS	6,438.61	025675	
MARY MARTIN BOOKSELLERS		BOOKS	1,910.00	025676	
INSTITUTE OF CONTINUING LEGAL EDUCA		BOOKS	102.50	025677	
NATIONAL CONSUMER LAW CENTER		BOOKS	270.00	025678	
PRACTISING LAW INSTITUTE		BOOKS	305.22	025679	
STATE BAR OF WISCONSIN		BOOKS	23.30	025680	
AMERICAN EXPRESS		BUSINESS CARD	9,994.32	025682	
July 23		NICKEL DINER	BOARD EXP	73.45	025681
July 30		AMERICAN BAR ASSOCIATION	BOOKS	1,248.51	025683
		STATE BAR OF ARIZONA	BOOKS	418.00	025684
	WOLTERS KLUWER LAW & BUSINESS	BOOKS	676.55	025685	
	MATTHEW BENDER LEXISNEXIS MATTHEW B	BOOKS	224.04	025686	
	BERNAN ASSOCIATES	BOOKS	72.00	025687	

108,420.18

LOS ANGELES COUNTY LAW LIBRARY

July 1, 2013 - July 31, 2013 (CHECKS)

Account No.: 108000

Page 3

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
	BLOOMBERG BNA	BOOKS	69.86	025688
	BOOK HOUSE INC	BOOKS	1,869.29	025689
	LEXISNEXIS CANADA BUTTERWORTHS CANA	BOOKS	565.26	025690
	CAMBRIDGE UNIVERSITY PRESS	BOOKS	460.08	025691
	CONTINUING EDUCATION OF THE BAR CAL	BOOKS	1,494.23	025692
	CODE PUBLISHING COMPANY	BOOKS	7.00	025693
	COUNCIL OF STATE GOVERNMENTS	BOOKS	62.74	025694
	FEDEX	POSTAGE	27.73	025695
	OTTO HARRASSOWITZ	BOOKS	1,230.92	025696
	INGRAM LIBRARY SERVICES	BOOKS	238.67	025697
	JAMES PUBLISHING INC	BOOKS	94.08	025698
	KANSAS BAR ASSOCIATION	BOOKS	689.60	025699
	LAW REPORTS INTERNATIONAL LTD	BOOKS	325.00	025700
	LEXISNEXIS BUTTERWORTHS	BOOKS	786.48	025701
	LIBROS LATINOS	BOOKS	43.00	025702
	NATIONAL BOOK NETWORK	BOOKS	237.24	025703
	OXFORD UNIVERSITY PRESS	BOOKS	271.65	025704
	PRACTISING LAW INSTITUTE	BOOKS	199.61	025705
	TOWER PUBLISHING	BOOKS	82.00	025706
	UNITED PARCEL SERVICE	POSTAGE	17.16	025707
	THOMSON REUTERS	BOOKS	1,151.04	025708
	YBP LIBRARY SERVICES	BOOKS	242.18	025709
	AMERICAN EXPRESS	TRAVEL	780.20	025710
	BLUE SHIELD OF CALIFORNIA	COBRA	1,082.74	025711
	FEDEX	POSTAGE	34.54	025712
	LINDA J HEICHMAN TAYLOR	MEMBERSHIP DUES	50.00	025713
	INFINISOURCE INC	BENEFIT ADMIN	75.00	025714
	J. P. COOKE COMPANY	SUPPL - OFFICE	40.81	025715
	LIEBERT CASSIDY WHITMORE	LEGAL	180.00	025716
	RYAN METHENY	RECRUITMENT	2,000.00	025717
	METROLINK	TMP	1,306.00	025718
	NATIONAL PARKING ASSOCIATION	PARKING	145.75	025719
	NRA GROUP, LLC	FINES	87.38	025720
	SECURITAS SECURITY	SECURITY	5,546.15	025721
	STATE COMPENSATION INSURANCE FUND	WORKERS COMP	8,779.42	025722

138,623.13

**LOS ANGELES COUNTY LAW LIBRARY**  
**July 1, 2013 - July 31, 2013 (WARRANTS)**  
**Account No.: 102000**

DATE	PAYEE	FOR	AMOUNT	CHECK NO.
July 5	CALPERS	PREPAID EXP	55,671.14	TS00184613
	TYCO INTEGRATED SECURITY LLC	PREPAID EXP	11,147.54	TS00184613
	THOMSON REUTERS	BOOKS	67,581.65	TS00184613
July 8	LEXISNEXIS ONLINE SERVICES	BOOKS	15,300.00	TS00184724
July 25	EX LIBRIS, (USA) INC.	ILS	11,400.22	TS00185846
	LEXISNEXIS ONLINE SERVICES	BOOKS	15,300.00	TS00185846
	THOMSON REUTERS	BOOKS	13,135.00	TS00185846
			189,535.55	

**MEMORANDUM**

**DATE:** August 27, 2013

**TO:** Board of Law Library Trustees

**FROM:** Sandra Levin, Executive Director

**RE:** Staff Report re Interim Amendment to Members' Program  
Consent Calendar Item

**SUMMARY AND BACKGROUND**

The Law Library received a request from a non-lawyer who would like to join the Members' Program. Currently, the eligibility requirements approved by the Board and documented in the Members Program Rules (attached) state that the program is only for attorneys in good standing with the State Bar. The revision and refinement of the Members Program is one of the identified objectives in the recently-adopted Strategic Plan and may well result in provisions for non-lawyers to join. However, that broader objective is slated for completion in October of 2014 (and includes other complex issues such as potential revisions to the parking component, online reservation and payment capabilities and other technical improvements and efficiencies).

In the interim, we recommend amending the Members Program rules as discussed below to allow up to 10 non-attorney members as an interim step, subject to the restrictions below.

**LIMITING THE NUMBER OF NON-LAWYERS**

The Members Program is priced and premised based upon limited usage by the participants. Most importantly, the on-site parking provided to Members is not limited to time spent in the Law Library, but is likewise not designed to be used as monthly parking (e.g., for occupants of neighboring buildings). Experience indicates that attorneys generally use the provided parking while in the Law Library, in the nearby courts or for other brief business activities downtown. The Program is designed based upon this 'occasional use' model and would not be feasible at the current pricing or participation levels for consistent daily users. Accordingly, until these issues can be evaluated and alternative models and options developed, staff recommends limiting non-lawyer participation. Given that we have received only one non-lawyer participant request in the history of the program, a limit of 10 non-lawyer participants seems reasonable.

**RECOMMENDATION**

Amend the Members Program Borrowing Rules to add the following borrower category:  
"Non-Attorney – any individual holding a valid LA Law Library card. This category of Member is limited to a total of 10 individuals concurrently. Non-Attorney Members shall receive the same benefits and have the same obligations as Sole Practitioners."



*Effective July 1, 2013*

**BORROWING RULES**

Books and materials may be borrowed from the LA Law Library in accordance with the following Borrowing Rules.

**REGISTRATION**

To borrow books and materials as a Member of the LA Law Library: (1) complete the Members Program Application; (2) submit the appropriate Security Deposit; and (3) pay the annual charge, and any additional established and approved charges.

Any subsequent changes to the Members Program account must be made in writing.

**ANNUAL MEMBERSHIP CHARGES AND RENEWALS**

Annual membership charges are neither refundable nor transferrable.

The annual membership year is on an individual anniversary basis, beginning the day the Members Program account is opened. All Members Program benefits will be terminated if the annual renewal is not paid within 30 days of the date the renewal is due.

Prior to renewing a Members Program account, all outstanding fines and charges must be paid in full and the Security Deposit made whole.

**MEMBERS PROGRAM BORROWER CATEGORIES**

Sole Practitioner – Individual attorney in a solo practice.

Law Firm – Any law firm, corporate legal department, or public interest law office with two (2) or more attorneys. Charges will be based upon the number of attorneys in the firm. Attorneys who are part of a law firm may not join the Members Program as a sole practitioner.

To join the Members Program, all attorneys must be in good standing with a state bar, and able to verify state bar membership.

**AFFILIATES**

A Sole Practitioner or Law Firm Member may, in writing, designate their support staff as affiliates on the account. Affiliates may not be members of the Bar. Affiliates may retrieve and return books for the Member. The affiliate must present proper identification when borrowing materials. The Member will be responsible for all fines and charges. Affiliates may use all areas of the library open to the general public; however, they may not use the Members Study or park in the Members Parking area.

**MESSENGERS**

A Sole Practitioner or Law Firm Member may, in writing, designate persons or services to function as messengers to retrieve and return books for the Member. The messenger must present proper identification when borrowing materials. The Member will be responsible for all fines and charges. There is no cost for designating up to two (2) messenger services on the account.

**SECURITY DEPOSIT**

The appropriate security deposit for each Member category will be collected and placed in a trust account with the treasurer of the county (Cal. Bus. & Prof. Code § 6320). Any interest earned on the trust account will be paid to the Law Library and used for its expenses.

Upon written request by a Member, and following a three (3) month period from the date of registration, a security deposit, less any outstanding fines or charges, will be refunded, provided all borrowed materials have been returned. All Members Program and borrowing privileges will cease upon receipt of the written request for refund of the security deposit. Refund of the security deposit will be issued in the form of a check. The security deposit is non-transferrable.

If the Security Deposit is not claimed within three (3) years after the member account has expired, it will become the property of the LA Law Library (Gov. Code § 50050).

## **REFERENCE SERVICES**

Reference staff is available to suggest materials in print or electronic format on a particular topic and to arrange for those materials to be placed on hold, or sent to the member via e-delivery, messenger service or UPS. To avoid engaging in the unauthorized practice of law (Cal. Bus. & Prof. Code § 6125) reference staff does not conduct legal research, but will provide assistance in locating and using materials.

## **CIRCULATION SERVICES**

Circulation staff are available during Library open hours to help Members as follows: (1) review a Member's record; (2) provide a list of items checked out; (3) identify due dates for items checked out; (4) provide a status report on items requested to be reserved; and (5) provide a status report on any fines or charges that are owed.

## **LOAN PERIODS**

Library materials are loaned for five (5) days. Sole Practitioner Members may check out and have up to 15 items in their possession at any one time. Law Firms may check out and have up to 30 items in their possession at any one time. A maximum of five (5) non-book items may be checked out at any given time.

Library materials may be returned in person or through a book drop at the Main Library. A freestanding book drop is located at the service entrance on Broadway.

A Member may not borrow an item on the same day in which it was returned.

If a Member fails to return an item within 30 days after its due date, his/her borrowing privileges will be suspended.

## **RENEWING LIBRARY MATERIALS**

Items may be renewed a maximum of two (2) times. However, items may not be renewed if there is a pending "hold" on the item. If the item is overdue at the time of renewal, the standard overdue fine will be assessed.

Materials may be renewed in person or over the phone by calling 213-785-2555 or emailing: [members@lalawlibrary.org](mailto:members@lalawlibrary.org)

## **CHARGES AND FINES**

If materials are returned or renewed late, overdue fines will be assessed at the rate set forth in the current schedule of fees and charges ("Schedule of Fees and Charges") approved by the Board of Trustees. Failure to pay accrued fines may result in the Member's account being suspended and/or turned over to a collection agency.

Library materials are not due on Sundays or on holidays when the Library is closed, but such days will count as days of the circulation period and for calculation of overdue fines.

If Library material is overdue for more than 30 days, the item will be deemed lost and replacement steps initiated. Replacement costs in the amount set forth in the Schedule of Fees and Charges will be assessed and added to the overdue fines.

A Member who reports an item as lost, and who confirms the loss in writing, will be charged the amount of the fines accrued at the time of the initial report, plus the replacement cost and the processing charge. If an item deemed lost is returned before a replacement is ordered, the charges will be reduced to the overdue fines as stated in the charge schedule.

The Library will charge a replacement fee for lost library cards in the amount set forth in the Schedule of Fees and Charges.

## **SUSPENSIONS / TERMINATIONS**

Once a Sole Practitioner Member reaches a fine equal to \$30, or a Law Firm reaches a fine equal to \$60, no additional circulation privileges will be allowed until the fine is paid in full.

If a Member fails to return library materials or to pay the due amount of fines or charges within 30 days of a mailed invoice, all borrowing privileges will be suspended until the amount due is paid. If the outstanding amount is not paid within 30 days following the date of the suspension, the amount owed will be deducted from the Member's Security Deposit. Borrowing privileges will remain suspended until the outstanding amount is paid.

If the outstanding amount is greater than the Security Deposit, the entire deposit will be taken and the Member's account will be interrupted. For members who were not required to provide a Security Deposit, accrual of unpaid fines or charges in excess of the standard deposit for Sole Practitioner Members or Law Firms, as applicable, will result in account interruption.

All Members Program related services will cease during the time of interruption. The Members Program account will be reinstated upon payment of all outstanding fines and charges, and replenishment of the Security Deposit, if one was initially required. The Members Program account will be closed at the end of the membership year if all outstanding amounts are not paid and the Security Deposit, where applicable, is not made whole.

A Member whose borrowing privileges have been suspended will not qualify for another borrowing category until the suspension has been removed, outstanding amounts have been paid in full and the Security Deposit has been made whole.

A Member whose borrowing privileges have been suspended may, in writing, request the return of their security deposit, less any fines or charges accrued, at any time within three (3) years after their borrowing privileges have ceased. Any balance of the Security Deposit remaining and not requested in writing at the end of the three (3) years will become the property of the LA Law Library.

<b>Borrower Category</b>	<b>Annual Borrowing Charge</b>	<b>Security Deposit</b>
Sole Practitioner	\$395	\$140.00
Law Firm	Varies by number of attorneys in the law firm	\$400.00

<b>Charge Name</b>	<b>Specifics</b>	<b>Charge</b>
Overdue Fines	5-day Loan	\$1.00 / day
	Special Loan	\$25.00 / day
	Maximum, 5-day Loan	\$60.00 / item
	Maximum, Special Loan	\$225.00 / item
Replacement Charges	In-Print item	Invoice Price
	Out-of-Print Item	\$150.00 (not replaced) or Reproduction Price
Processing Charges	For each item/volume	\$70.00
	Binding (if applicable)	\$25.00 / volume
Collection Agency Fees	Initiation Fee	\$11.95
	Transaction Charge	\$135.00
Audio / Disc	Box Replacement	\$10.00 / item
Library Card	Replacement	\$30.00
e-Document Delivery	Scanned document	\$12.00 / document For the first 50 pages, 20¢ per page thereafter
	Key Cite or Shepard's Report	\$2.00 / citation
	Case or Annotated Statute	\$3.00 / citation
	Case/Statute and Key Cite/Shepard's Report	\$4.00 / citation
Photocopy Service	Self-service copies	15¢ / copy
	Staff-assisted copies	20¢ / copy
UPS/FedEx of Library Materials	Library's UPS Account	\$10 / item, plus cost of shipping
	Member's UPS or FedEx Account	\$10/ item
Legal Research Classes	Public	\$18.00 / class
	MCLE	\$32.50 / 1 credit hour
	MCLE	\$45.00 / 1.5 credit hours
	MCLE	\$63.00 / 2 credit hours
Room Rental	Private Office Space 1-4 people	\$12.50 / hour
		\$50 / half day
		\$100 / all day
	Conference Room 10-12 people	\$37.50 / hour
		\$150 / half day
		\$225 / all day
Training Center 30-50 people	\$150/hour	
	\$450 / half day	
	\$800 / all day	

**MEMORANDUM**

**DATE:** August 27, 2013

**TO:** Board of Law Library Trustees

**FROM:** Sandra Levin, Executive Director

**RE:** Republic Services Waste Disposal Agreement

**SUMMARY**

In reviewing the Law Library’s ongoing expenses, Staff questioned the cost of waste collection and discovered that there was an opportunity for a cost-savings. This report outlines the options and recommends that the Board approve an early renewal of the Law Library’s waste removal agreement with Republic Services (aka Consolidated Disposal) to save \$6,827 over the life of the agreement.

**BACKGROUND AND CURRENT AGREEMENT**

The Law Library is in the 20<sup>th</sup> month of a 36 month agreement with Republic Services to empty the contents of the Library’s 3 cubic yard waste bin three times each week (3 x 3). The cost of the agreement, including surcharges and taxes, is \$7,899 per year. The contract expires 12/31/2014. The Law Library is pleased with the level of service it receives and has had no regulatory issues or other complaints.

Nonetheless, due to cost considerations, Staff solicited a proposal from a competitor on an informal basis and determined that: a) the other vendor was willing to offer a lower rate; and b) regardless of vendor, the cost of waste collection could be substantially reduced by shifting from 3 pickups per week of a 3 yard bin to 2 pickups per week of a 4 yard bin.

Staff believes 4 yards twice weekly will be sufficient, particularly given that the Law Library is diligent about recycling paper and cardboard – which is the right thing to do regardless of cost. If for some reason, the Law Library needed to request special removals, it could do so for a small additional charge. (Those pickups would need to occur an improbable 6 weeks out of every 10 over the life of the contract in order to erode the cost savings to be gained by altering the level of service.)

Upon determining that other vendors were willing to offer lower rates, Staff asked Republic Services if it would be willing to lower its rates. Republic agreed to meet the lowest price quoted to the Law Library in exchange for a 20 month extension of its contract.



**OPTIONS**

Option 1: Complete the existing contract with Republic Services and then solicit bids and enter into a new contract with another vendor. In analyzing the cost of this option it is presumed that the rates after expiration of the existing agreement would be the lowest rates quoted in the Library's recent discussions. It is possible that the actual rates proposed in 2015 would be either higher or lower.

Option 2: Amend the contract with Republic Services now, to extend the term by 20 months, reduce the cost by 44% and changing the basic service to twice weekly pick up of a 4 cubic yard bin. The cost of the new service agreement would be \$2,741 during the first year, including all surcharges and taxes. Over the term of the contract, the Law Library would save \$6,827 assuming 5% annual rate increases and that the Law Library would adopt the new 4 x 2 service agreement at the end of the current agreement.

The three-year comparative benefit of the two options is as follows:

	<b>Total</b>
<b>A. Complete Current Contract &amp; Switch Vendors in 2015</b>	
Basic Service (3 yards; 3 times / week)	10,876
Fuel/Environmental Recovery (30%)	3,215
AB939 (13%)	1,387
Total	<u>15,478</u>
<b>B. Change Contract with Republic Now</b>	
Basic Service (4 yards; 2 times / week)	6,053
Fuel/Environmental Recovery (30%)	1,816
AB939 (13%)	783
Total	<u>8,651</u>
<b>C. Difference in Favor of Changing Contract Now</b>	<u><u>-6,827</u></u>

**RECOMMENDATION**

Staff recommends that the Board approve Option 2, authorizing Staff to enter into a new three-year agreement with Republic Services at reduced rates.

Enclosures:

1. Republic Services Cost Analysis
2. Republic Services Customer Services Agreement (Revised)



## Republic Services Cost Analysis

	Year 1	Year 2	Year 3	Total
<b>A. Complete Current Contract &amp; Switch in 2015</b>				
Basic Service (3 yds; 3 times / week)	5,553	3,240	2,083	10,876
Fuel/Environmentl Recovery (30%)	1,640	950	625	3,215
AB939 (13%)	706	410	271	1,387
Total	7,899	4,600	2,979	15,478
<b>B. Change Contract with Republic Now</b>				
Basic Service (4 yds; 2 times / week)	1,920	2,016	2,117	6,053
Fuel/Environmentl Recovery (30%)	576	605	635	1,816
AB939 (13%)	245	262	275	783
Total	2,741	2,883	3,027	8,651
<b>C. Difference in Favor of Changing Contract Now</b>				
	-5,158	-1,717	48	-6,827

1. Assumes 5% annual basic cost increase effective each contract anniversary.
2. Assumes in Alt. A that we will renew with Republic Services in January 2015 at the new lower rates.

INVOICE TO	
CUSTOMER NAME	LOS ANGELES COUNTY LAW LI
ATTN.:	
ADDRESS	301 W 1ST ST
CITY STATE	LOS ANGELES, CA
ZIP CODE	900123140
TEL. NO.	(213) 629-3531 FAX NO.

SITE LOCATION	
SITE NAME	LOS ANGELES COUNTY LAW LI
ADDRESS	301 W 1ST ST
CITY STATE	LOS ANGELES, CA
ZIP CODE	900123140
TEL. NO.	(213) 629-3531 FAX NO.
AUTHORIZED BY:	** TITLE **
CONTACT	<i>FATRICK O'LEARY</i> TITLE MARCELINO JUARE



**REPUBLIC SERVICES**

**Customer Service Agreement**

AGREEMENT NUMBER	957072513
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ACCOUNT NUMBER	9500957
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NO	CONT. GRP.	TYPE	SIZE	C	QUANTITY	ACCT. TYPE	C/D	GRID	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ.	REC'PT. REQ.	L/F CODE	C/F/V	L/F AMOUNT	OPEN DATE	L.O.B.	PRE. BILL	BILL. FREQ.	CHARGES	CHARGES
		1	FT		3.00	1	P N	F46QVJ	3/1W	N	Y	N	CT IT	C			1/01/87	1A 1	MONTHLY		NON-SCHEDULED SERVICE \$45.00	BASIC SERVICE \$451.47
		1	FL		4.00	1	P N		2/WK	N	Y	N	CT IT	C				1A 1	MO		BASIC RATE \$160.-	DELIVERY FEE \$45.00 (ONE TIME)

CONSOLIDATED DISPOSAL SERVICE, L.L.C. DBA REPUBLIC SERVICES OF SOUTHERN CALIFORNIA. ALLIED WASTE SERVICES

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this Agreement and that he or she had the authority to sign the Agreement on behalf of Customer.

HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: *[Signature]* (AUTHORIZED SIGNATURE) TITLE: *A.M.*

BY: *y* (AUTHORIZED SIGNATURE) TITLE: *y*

CUSTOMER NAME (PLEASE PRINT) \_\_\_\_\_ DATE OF AGREEMENT \_\_\_\_\_

**COMMENTS**

*1 YR RATE FREEZE PLUS FEES SWITCH TO 4 YD / 2XWK REMOVE 3YD BIN.*

Rate based on \_\_\_\_\_ lbs/yd.

**FOR OFFICE USE ONLY**

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?  YES  NO

NATIONAL ACCOUNT NUMBER		CUSTOMER CATEG. COMM	CASH TOLERANCE CTP	SUSPEND Y	CREDIT ANALYST SF10020
SITE NUMBER 0000	CONTRACT EFFECTIVE DATE	TERM	REVIEW DATE	C.P.I. N	CONTRACT STATUS 01
TERRITORY 49	SALES REPRESENTATIVE TRAN SAM	TAX CODE 0000	TAX EXEMPTION NUMBER	TRANS CODE	REASON CODE
RENEW <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	MIG <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL	ENTERED BY

**TERMS AND CONDITIONS**

**SERVICES.** Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

## TERMS AND CONDITIONS (Continued from other side)

**PAYMENT.** Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

**RATE ADJUSTMENTS.** Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PAVEMENT.** Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

**SUSPENSION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**TERMINATION.** In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

**PAYMENT UPON TERMINATION.** If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEYS' FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS.** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original.

CUSTOMER'S INITIAL: X

# **CONSOLIDATED DISPOSAL SERVICE**

A Subsidiary of  **REPUBLIC SERVICES, INC.**

Telephone # 800-299-4898

## Field Sales Service Offering Check List

*Republic Services takes pride in providing our customers with additional service offerings. We provide the safest and most reliable service in the industry which is what your company needs and deserves. Republic Services also gives you the satisfaction of dealing with a company that believes and provides true value for you.*

Type of Business	Service	Charge	Billed	Comments
Commercial	Customized Waste Stream Analysis	Free		
	Safety Inspection	Free		
	Recycling Education	Free		
	Driver Initiated Exchange	Free		
	Delivery	\$50	Per Container	
	Customer Initiated Exchange	\$50	Per Container	
	Customer Initiated Relocation	\$50	Per Container	
	Extra Lift (Pick-up)	\$50	Per Container	
	Extra Yardage (Over flow of trash)	\$15	Per Yard	
	Industrial	Customized Waste Stream Analysis	Free	
Safety Inspection		Free		
Recycling Education		Free		
Driver Initiated Exchange		Free		
Delivery		\$75	Per Container	
Dry Run		\$75	Per Container	
Customer Initiated Exchange		\$75	Per Container	
Customer Initiated Removal		\$75	Per Container	
Customer Initiated Relocation		\$75	Per Container	

*Thank you for your Business*

The Service offerings have been explained to the Customer.

Sale Agent: \_\_\_\_\_ Date: \_\_\_\_\_

I Acknowledge and understand the additional service offerings provided by Republic Services.

Customer's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**MEMORANDUM**

**DATE:** August 27, 2013

**TO:** Board of Law Library Trustees

**FROM:** Sandra Levin, Executive Director

**RE:** Approval of Bazilio Cobb Engagement Letter to Audit the Law Library's Financial Statements for FY2012-13

**SUMMARY**

Staff recommends that the Board of Trustees approve Bazilio Cobb Associates' engagement letter to audit the Law Library's financial statements for the fiscal year ended 6/30/13.

**ANALYSIS AND DETAIL**

Bazilio Cobb, the Law Library's outside financial auditor since FY2007-08, has proposed terms and conditions to audit the Law Library's financial statements for the fiscal year ended 6/30/13 (see attached). Except for dates and fee amount, the body of the proposed letter is identical to last year's letter.

Bazilio Cobb has proposed a fixed fee of \$15,500 which is \$500 more than last their fee for last year's audit. The amount budgeted for the financial audit is \$15,750. Audit field work is scheduled to start immediately upon approval by the Board.

Staff intends to conduct a competitive bid process next year for the FY2013-14 audit.

**OPTIONS**

1. Approve Bazilio Cobb Associates as the Law Library's financial auditor for the fiscal year ended 6/30/13 under the terms and conditions set forth in the attached proposed engagement letter;
2. Approve Bazilio Cobb Associates as the Law Library's financial auditor for the fiscal year ended 6/30/13 under different terms and conditions from those set forth in the attached proposed engagement letter; or
3. Instruct Staff to seek competing bids from other qualified auditors and return to the Board at a future meeting with a revised recommendation.

**RECOMMENDATION**

Staff recommends that the Board approve Option 1 and authorize the Executive Director to execute the letter engaging Bazilio Cobb to commence the audit.

Attachment



August 9, 2013

Ms. Sandra Levin  
Executive Director  
Los Angeles County Law Library  
301 West First Street  
Los Angeles, CA 90012-1340

Dear Ms. Levin:

We are pleased to confirm our understanding of the services we are to provide the Los Angeles County Law Library (“the Law Library”) for the year ended June 30, 2013. We will audit the financial statements of the Law Library as of and for the year ended June 30, 2013. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to accompany the Law Library’s basic financial statements. As part of our engagement, we will apply certain limited procedures to the Law Library’s RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management’s Discussion and Analysis.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Law Library and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and are not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the Law Library is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the Law Library and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former

employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor's is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Law Library's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Bazilio Cobb Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bazilio Cobb Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Law Library. If we are aware

that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fixed fee for the completion of the audit is \$15,500 and will be billed as work progresses and is based on the projected amount of time required plus out-of-pocket expenses. Invoices are payable upon presentation. The fixed fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

**Bazilio Cobb Associates, P.C.**

By:



Michael de Castro  
Principal In-Charge – West Coast Region

RESPONSE:

This letter correctly sets forth the understanding of the Los Angeles County Law Library.

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Ms. Sandra Levin  
Executive Director

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Date

# AGENDA ITEM 4

## ACTION ITEMS

- 4.1 APPROVAL OF PARKING LOT MANAGEMENT VENDOR.
- 4.2 APPROVAL OF CALPERS HEALTH INSURANCE AND SALARY ADJUSTMENT FOR NON-REPRESENTED STAFF (OTHER THAN SENIOR STAFF).
- 4.3 UPDATE ON SOLAR PROPOSAL.

**MEMORANDUM**

**DATE:** August 27, 2013

**TO:** Board of Law Library Trustees

**FROM:** Sandra Levin, Executive Director  
Patrick O’Leary, Sr. Director Administrative Services

**RE:** Parking Facility Management

**SUMMARY**

Staff conducted a bid process to select the most qualified vendor to manage the Law Library’s parking facility. This will report on the outcome of the bid process and recommend that the Board authorize staff to engage in contract negotiations with Parking Concepts, Inc., the highest ranked and most qualified bidder, and to execute an agreement with Parking Concepts to be the Law Library’s parking facility manager.

**PROPOSAL PROCESS**

Staff sent a request for proposals to 16 companies that currently manage public or commercial lots in the Los Angeles area and posted notice of the RFP on the Law Library’s website and on the websites of the National Parking Association and the California Public Parking Association. Six companies submitted proposals:

- AAA Parking
- ABM Parking (the Law Library’s current vendor)
- MPI
- Parking Concepts
- Parking Company of America (PCA)
- Towne Park.

Joe’s Auto Park declined to bid because to do so would violate its non-compete agreement with ABM. Joe’s owner, L&R Group, sold the Law Library’s prior parking facility manager, Five Star Parking Network, to ABM in October 2010.

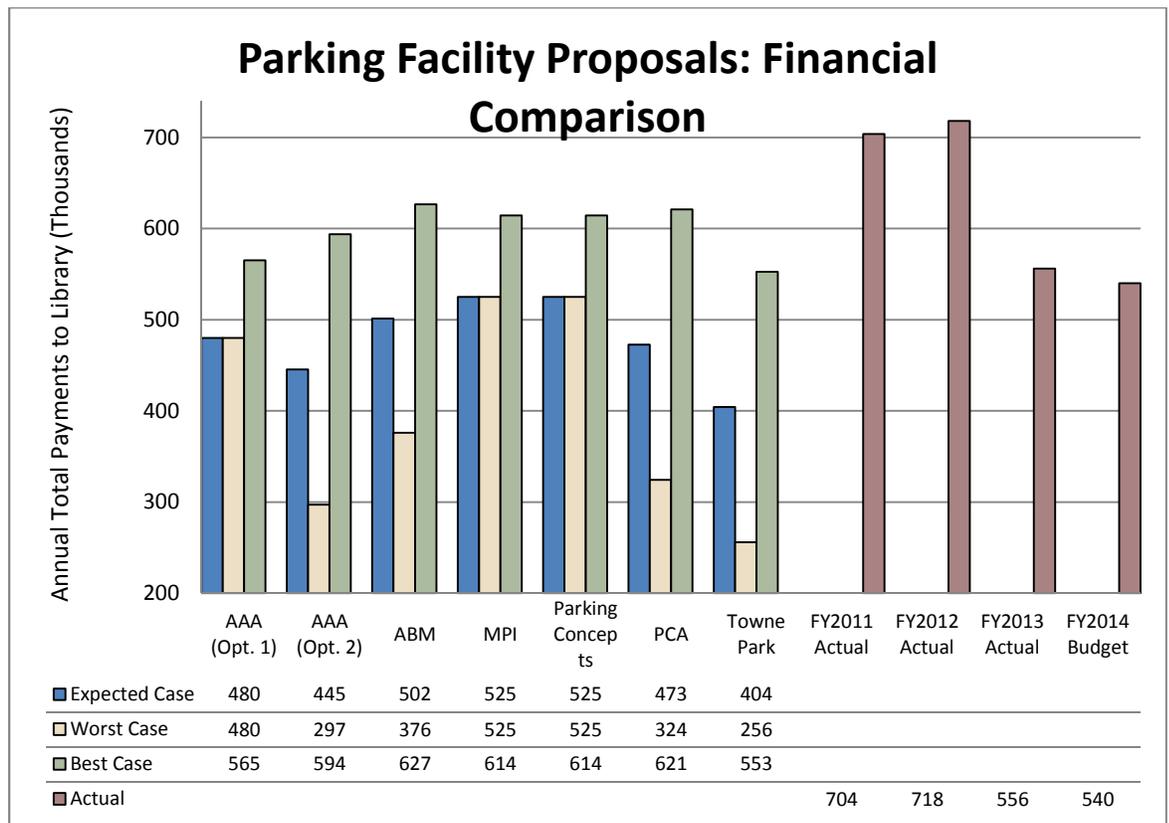
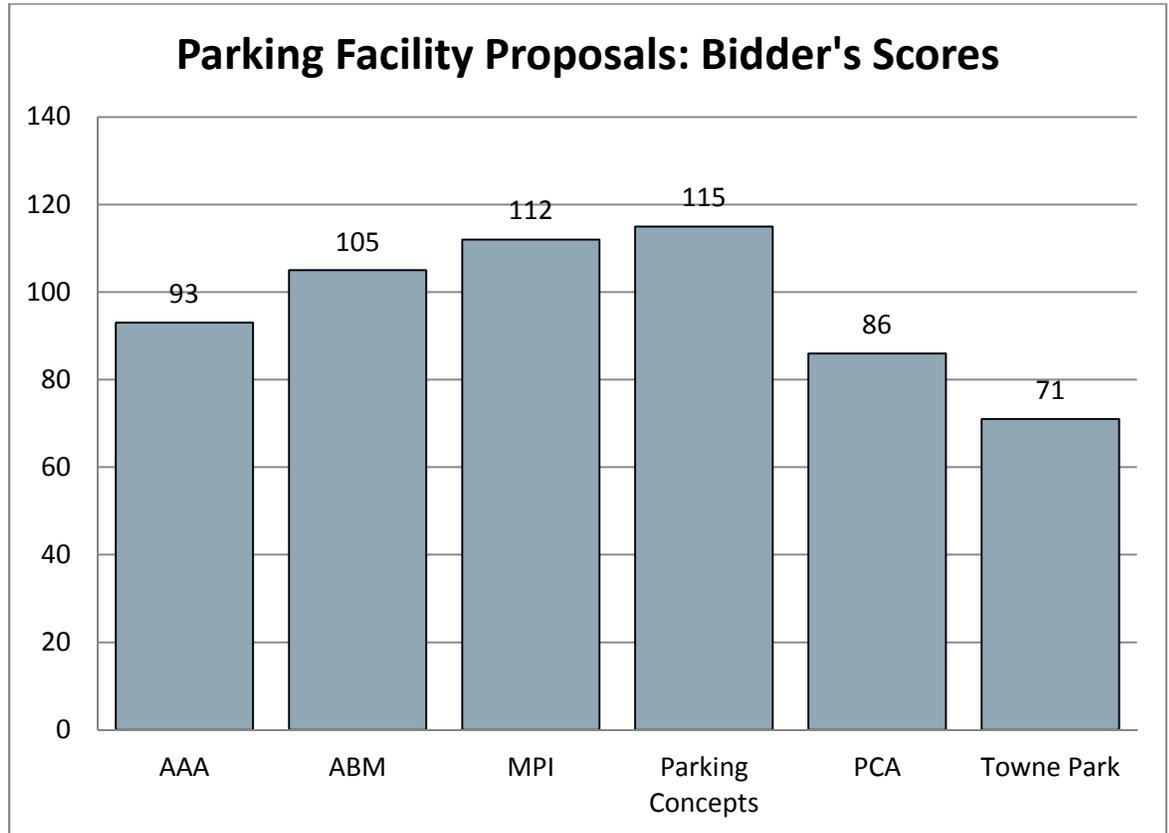
Bidders asked for clarification on several issues. Staff compiled and circulated to all bidders the RFP clarifications. Staff also posted the clarifications on the Library’s website.

Staff analyzed each proposal based upon the weighted criteria previously announced (see Exhibit A) and contacted at least three of each bidder’s references.



**SUMMARY OF PROPOSALS**

The following charts summarize the scores and financial terms of the proposals:



A detailed evaluation of the bids may be found in the attached Exhibits:

- Exhibit B: Bidder Evaluation Matrix
- Exhibit C: Proposal Comparison
- Exhibit D: References
- Exhibit E: Financial Component

A synopsis of each proposal is presented below.

AAA (Score: 93) – The third largest of the bidders with over 200 facilities and 1,300 employees, AAA is a highly qualified parking management vendor. It scored well on reporting and references but was marked down because it is relatively new and inexperienced in the Los Angeles region (its base is in the Southeastern U.S.) and because its financial proposal was inferior.

ABM (Score: 108) – The Law Library’s current vendor bills itself as the market leader in the Los Angeles area and that may well be so. It manages many of the most prestigious office buildings downtown, in Century City, and in Orange County. It received strong recommendations based upon its handling of large operations. It has sophisticated management systems to track and report on parking volume and revenue. ABM did not score as well as others in some areas because the Law Library’s experience is that the company is not as adept at handling smaller operations such as the Law Library structure. ABM’s proposal would increase the Library’s revenue share from 84% at present to 84.5% under a new contract, a small improvement that is enough to make ABM’s proposal the most lucrative under a high-usage scenario.

MPI (Score: 112) – MPI is the smallest and youngest of the bidders. It started in 1994 and manages 175 locations and 600 employees, all in Southern California. Notwithstanding its size disadvantage, MPI submitted a credible proposal that documents the company’s strong qualifications to manage parking facilities. MPI’s management systems are at least equal to the other bidders. Its references, while not as effusive as those of other bidders, were satisfactory. MPI’s financial proposal is attractive, guaranteeing a minimum of \$525,000 and an 80% share of net revenue above \$630,000. This approach incorporates a strong incentive to MPI to maximize revenue irrespective of economic conditions or market competition and it would give the Law Library some budget predictability.

Parking Concepts (Score: 115) – Parking Concepts, established in 1974, is the third largest of the bidders. They focus on Southern California and include among their clients class A office buildings, residential towers, hotels, and public entities. They claim expertise in special events parking. Parking Concepts offers thorough employee training, risk management procedures, financial controls, and audit procedures. They clearly gave some thought to how they would improve the facility’s parking volume and revenue. References were good. Parking Concepts offered two financial options: 1) lease rent of \$525,000 annually in monthly payments of \$43,750 and revenue sharing of amounts in excess of \$630,000 (80% to owner); or 2) 84% of total net revenue payable to the Law Library.

PCA (Score: 86) – Founded in 1964, PCA is based in Los Angeles. It is next to the smallest of the bidding companies with 1,300 employees. Its customers include class A-/B+ office buildings, hotels, hospitals, public entities, and the Los Angeles Archdiocese.



Their proposal was marked down because they failed to describe the company's audit procedures – which are critically important with a parking operation – and to provide samples of their management reports. Their financial proposal of an expense budget of \$120,912 with a fixed management fee of \$11,400 was less advantageous than others. Their references were mixed.

Towne Park (Score: 71) – Based in Annapolis, Maryland, Towne Park is in this group second in size with a portfolio of 430 properties and 8,000 employees. Its acquisition of Quality Parking Services in 2011 gave the company considerable presence in the Los Angeles region. Towne Park's proposal score suffered significantly because, for some reason, it failed to include any management reports in its proposal. As was stated previously, management reporting was an explicit proposal evaluation criterion. Towne Park's financial proposal of a \$189,245 annual budget including a fixed management fee of \$26,400 was also not competitive.

### **OPTIONS**

1. Approve the recommendation to negotiate with and award a contract to Parking Concepts;
2. Decline the recommendation and select a different company from the bidder group;
3. Defer a decision on the recommendation and direct Staff to conduct further analysis on the bidders and report back at a future meeting;

### **RECOMMENDATION**

Staff recommends that the Board approve Option 1 authorizing Staff to negotiate and execute a contract with Parking Concepts to manage the Law Library's parking facilities for a three-year term with an option to extend the term for an additional three years. Parking Concepts' superior qualifications, healthy portfolio of management reports, sterling references, and attractive financial proposal make it best qualified to manage the Law Library's parking facility. Staff recommends accepting Parking Concepts guaranteed minimum fee option that would provide greater budget predictability at the cost of a 4% lower share of revenue over \$630,000. If the Board would prefer the higher revenue share, Staff would still recommend Parking Concepts because its exceptional qualifications more than offset the .5% better revenue share deal offered by ABM.

Attachment:

1. Exhibits A through E

Attachment Links:

1. AAA Proposal; <http://www.lalawlibrary.org/pdfs/Parking-AAA-proposal.PDF>
2. ABM Proposal; <http://www.lalawlibrary.org/pdfs/Parking-ABM-proposal.PDF>
3. MPI Proposal; <http://www.lalawlibrary.org/pdfs/Parking-MPI-proposal.PDF>
4. Parking Concepts Proposal; <http://www.lalawlibrary.org/pdfs/Parking-Parking-Concepts-Proposal.PDF>
5. PCA Proposal; <http://www.lalawlibrary.org/pdfs/Parking-PCA-Proposal.PDF>
6. Towne Park Proposal; <http://www.lalawlibrary.org/pdfs/Parking-Towne-Park-Proposal.PDF>



**MEMORANDUM**

**DATE:** July 23, 2013  
**TO:** Board of Law Library Trustees  
**FROM:** Patrick O’Leary, Sr. Director, Administrative Services  
**RE:** Parking Facility Management Request for Proposal

**SUMMARY**

This will advise the Board that Staff issued a request for proposal (RFP) on July 11, 2013 to manage the Law Library’s 104-car public parking facility for a three year term (see the following link to the Library’s website for a copy of the RFP:  
<http://www.lalawlibrary.org/news/newsitem.aspx?id=159>

**DISCUSSION**

The Law Library’s present parking facility manager, ABM, has managed the facility since 2010 when it acquired the previous manager, Five Star Parking. Prior to its acquisition by ABM, Five Star managed the facility for at least a decade. The term agreement with ABM expired on 8/31/12 and ABM has operated the facility on a month-to-month basis.

On July 11, 2013, the Law Library mailed RFPs to 16 parking management companies including the current manager. In addition, we have asked the National Parking Association, the California Public Parking Association, and Find RFP to post a notice about the RFP on their websites. Companies have until the end of the business day on July 29, 2013 to submit proposals.

The Law Library seeks a company qualified to operate the facility as a first class, commercial parking facility. The term of the parking management contract will be three years with an option to extend by an additional three year at the Library’s sole discretion. Staff believes that a longer term relationship and competitive bidding will yield both financial benefits and improved patron services, whether with the current vendor or a third party.

Staff will evaluate proposals in accordance with the following matrix:

Maximum Points	Criteria	Description
25	Qualifications	Applicant’s ability to satisfy all requirements and standards outlined in this RFP
25	Reporting	Applicant’s accounting, audit and internal controls, and reporting capabilities
25	References	The quality and applicability of Applicant’s references
50	Financial	Value of the Applicant’s financial proposal



Staff plans to evaluate proposals, conduct due diligence on bidders, and select the most qualified parking facility manager for recommendation to the Board at its August 27, 2013 regular meeting.

**RECOMMENDATION**

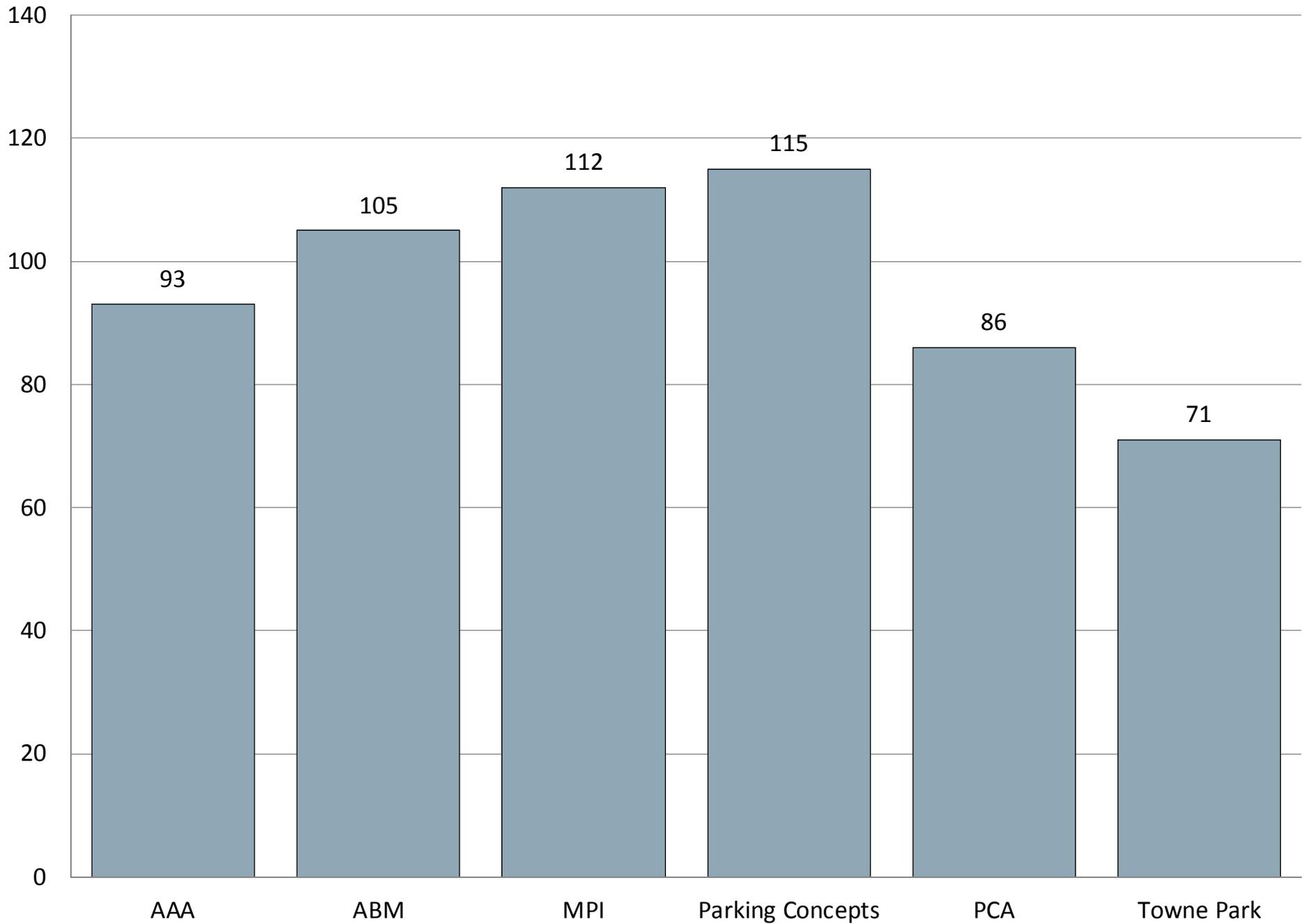
No action by the Board is required at this time.



## Law Library Parking Facility Management: Bidder Evaluation Matrix

Evaluation Criteria	Maximum	AAA	ABM	MPI	Parking Concepts	PCA	Towne Park
Qualifications	25	<b>Score: 15</b> This vendor is qualified in all respects except that its concentration of managed facilities is in the southeastern U.S. and has only two facilities in the Los Angeles region. It just opened its LA office in June 2013. Bidder failed to provide sufficient information about its audit program, risk management program, or possible alternative ways to increase revenue.	<b>Score: 20</b> ABM is the largest of this group and the incumbent service provider. It manages parking for many of the largest facilities in downtown LA. ABM is fully qualified to meet the obligations of the RFP. The Library's experience with ABM differs to some degree from its proposal: ABM has not consistently delivered management reports to the Library; signage is poor; and facility maintenance could be improved.	<b>Score: 22</b> MPI is the smallest and youngest of the bidders. Nonetheless, its clients include a mix of office buildings, hotels, medical facilities, and public entities. MPI provided solid responses to the RFP particularly regarding customer service, controls and audit, and facilities improvements. It is fully qualified to manage the Library's parking facility.	<b>Score: 24</b> Parking Concepts is the fourth largest in the bidder group and is based solely in Southern California. Their parking management policies and procedures are well-designed and comprehensive. They are fully qualified to meet the obligations of the RFP.	<b>Score: 18</b> PCA is generally qualified to fulfill the obligations in the RFP. Nonetheless, it failed to respond to questions regarding audit procedures, maximizing service, efficiency, and revenue, coverage for absent staff, after-hours access to vehicles, and other information to help evaluate their bid.	<b>Score: 18</b> Towne Park, based in Maryland, bought Los Angeles-based Quality Parking Services in 2011. Although the bidder seems well-qualified, its proposal failed to address the questions regarding its detailed audit program, access to vehicles after hours, other information to help evaluate their bid, sample management reports, and additional revenue opportunities they would bring.
Reporting	25	<b>Score: 23</b> AAA's portfolio of management reports is robust.	<b>Score: 20</b> ABM proposed a full set of management reports. Based on our experience, we have some doubt about ABM's ability to deliver reports reliably.	<b>Score: 25</b> MPI proposed the most comprehensive set of reports.	<b>Score: 23</b> Parking Concepts offered a full set of reports.	<b>Score: 10</b> PCA's proposed management reports would be inadequate.	<b>Score: 0</b> Towne Park did not propose management reports.
References	25	<b>Score: 20</b> Strong recommendations, none local.	<b>Score: 23</b> Strong recommendations.	<b>Score: 20</b> Satisfied recommendations.	<b>Score: 23</b> Strong recommendations.	<b>Score: 20</b> Satisfied recommendations.	<b>Score: 23</b> Strong recommendations.
Financial	50	<b>Score: 35</b> AAA proposed two options, neither of which is superior: 1) a 60% revenue share over \$600k with a \$480k floor and 2) an hourly management fee of \$18.98 or \$148,045 per year. Special events staffing would also be at \$18.98/hr.	<b>Score: 42</b> ABM proposed a slight improvement on its net revenue share at 84.5% going to the Library. Consequently, they would offer the best upside but no hedge against a drop in revenue. ABM proposed \$15/hr. for valets and \$18/hr. for valet supervision.	<b>Score: 45</b> MPI offered a minimal payment of to the Law Library of \$525k per year and an 80% share of net revenue above \$630k thus providing both upside potential and downside protection. MPI proposed \$15/hr. for valets and \$18/hr. for valet supervision.	<b>Score: 45</b> Parking concepts offered a minimal payment of to the Law Library of \$525k per year and an 80% share of net revenue above \$630k thus providing both upside potential and downside protection. Parking Concepts proposed \$15/hr. for valets and \$18/hr. for valet supervision.	<b>Score: 38</b> PCA proposed a management expense budget of \$120,912 per year including a management fee of \$11,400.	<b>Score: 30</b> Towne Park proposed a management budget of \$189,245 per year including a management fee of \$26,400 which is the least competitive of the proposals.
<b>Total</b>	<b>125</b>	<b>93</b>	<b>105</b>	<b>112</b>	<b>115</b>	<b>86</b>	<b>71</b>

# Parking Facility Proposals: Bidder's Scores



## Law Library Parking Facility Management: Proposal Comparison

### 7.2. Organization

Provide a description of your company, including:

#### A. Company history

AAA	ABM	MPI	Parking Concepts	PCA	Towne Park
<p>AAA Parking was established in 1956 by George E. Williams in Atlanta, Georgia. The company's unique emphasis on relationship building and quality service quickly pushed AAA Parking to the forefront of the industry. Acquired by Selig Enterprises in 1981, AAA Parking's success continued to soar. Over fifty years later, the company boasts an impressive roster of blue-chip clients and a debt-free balance sheet. Still a family-operated business, President Ron Williams continues to instill the same values his father did in 1956. Despite the company's exponential growth, AAA Parking maintains its core values, emphasizing a commitment to customer service, employee growth and relational business practices. A Regional Office in Los Angeles, California was opened in June, 2013 to support our projected growth in the state. The new office is headed by AAA Parking's Executive Vice President, Mason Mehrjerdian.</p>	<p>Since 1967, ABM Parking Services has been one of the nation's premier operators of parking facilities, presently serving clients in 43 states and over 232 cities throughout several regions of the country. Starting from the ground up in 1966, with just one parking facility, ABM Parking Services has grown to its present size of 2,000 locations and over 12,500 employees. As a subsidiary of ABM Industries Incorporated, ABM Parking Services can draw on the financial strength and infrastructure of one of the largest building services companies in the country</p>	<p>Modern Parking, Inc. is a privately held, full-service, Los Angeles-based parking management company. Founded in 1994 by Mohammed J. Islam, President/CEO, MPI has grown from three locations and a small staff to its current size of over 175 locations staffed by more than 600 employees. During its 18 year history of solid growth and performance in the parking management industry, MPI has complemented its original executive management team by adding associate management leaders from the parking consulting and auditing fields. This compilation of a diverse management team assures MPI will remain solid for the future without sacrificing quality service for corporate growth.</p>	<p>Parking Concepts, Inc. (PCI) is a full service parking and transportation company (corporation) that was formed in 1974 to specifically service the unique needs of Southern California developers, asset managers and governmental entities. PCI is privately owned by Mr. Gill Barnett. Our corporate resources and executive staff are not spread out across the country. We are large and local. Major decisions are made promptly and they are made here. Fortunately for PCI's 1,600+ employees, the founder of PCI realized early on that the only product we had to sell was service and that if the best services were provided, in a professional and cost-efficient manner, the company's satisfied clients would be their best sales representatives. PCI has always been a profitable company. Our revenues will exceed \$100,000,000 this fiscal year.</p>	<p>PCA Management is recognized as a leader and innovator in customer service and satisfaction for Health care, Parking, Transportation, and Hospitality Industries. Since its founding in 1964, PCA Management has remained a family owned and operated business with over 1,300 employees, and continues to be one of the largest minority certified parking companies in America.</p>	<p>Since Founder and CEO Jerry South's first venture in 1988, Towne Park's service-minded associates and results-driven processes have consistently met industry challenges and changes for 25 years. With strategic acquisitions, the company has expanded its market territory and service sectors to become the national leader of parking solutions and hospitality staffing. Towne Park partners with the country's leading municipalities, hotel groups and healthcare providers to deliver exceptional service for residents, visitors and patients at 430 garage, hotel, healthcare, office and resort properties nationwide. Portfolio: 430+ total properties (26 parking facilities); Experience: 25 years; Presence: 50 markets; Employees: 8,000+; Manage monthly parking program for over 40 clients.</p>

#### B. Brief description of your company's experience and background, particularly within the local market

<p>Operates over 200 facilities in 17 metro areas and employees more than 1,700 employees. Clients range from small parking lot owners to large hotels and metropolitan authorities. Opened its LA regional office last month and lists two properties: Intercontinental Hotel in Century City and the Crowne Plaza at LAX.</p>	<p>ABM is the market leader in the Los Angeles area. Our Corporate and regional office is located at: ABM Parking Services Overview - Corporate &amp; Regional Office ABM Parking Services Headquarters 1150 South Olive Street, 19th Floor Los Angeles, California. ABM Parking Services manages over 600 locations in the Southern California area, with a majority of those locations in Los Angeles county. In downtown Los Angeles our locations include: LA County Courthouse; California Plaza; Westlawn Garage; Wells Fargo Center; Bank of America Plaza; AT &amp; T Plaza; Union Station; 7'h Street Marketplace; Stock Exchange Building; US Bank Tower; Millennium Biltmore Hotel; Marriott Downtown Los Angeles; Gas Company Tower; Union Bank Plaza; 400 South Hope; 865 South Figueroa.</p>	<p>MPI's experience in successfully managing corporate, commercial and mixed-use public and private parking facilities gives the company extensive expertise in delivering quality client and customer services. Our corporate staff and field representatives develop comprehensive operating plans tailored for specialized environments such as Class A professional buildings, hospitals and medical centers, schools, and exclusive event venues. With a highly established presence in the area including clients such as the City of Pasadena, the City of Glendale, and numerous Class A properties in proximity to the LA Law Library, MPI is prepared with the capacity, experience, and familiarity to exceed expectations for parking operations management and service delivery.</p>	<p>Our overall experience in the local parking market is unsurpassed. We also have the experience of operating numerous hotels, airports, high-rise office buildings, hospitals, large surface lots, sports stadiums, special event venues, major retail centers, etc. In fact, PCI's senior management believes that there is not a single type of specific parking experience that we do not possess. Being of particular relevance to PCI's qualifications to professionally manage the LA Law Library parking facilities, is PCI's five-year tenure as operator of the County of Los Angeles Music Center when the Music Center was the "go-to" venue for hi-end and highly attended performing arts productions.</p>	<p>PCA Management is proud of its longevity in the parking industry, the broad range of its experience, and the high standard of excellence in its operations. To recruit, nurture, and maintain a highly motivated, knowledgeable, and dedicated staff is no small accomplishment. PCA Management has a reputation of quality service and dedication to the needs of our customers precisely because of the premium it places on the ability and integrity of its people, from the executive leadership to every parking attendant. The continuous growth and financial success of PCA Management is the natural result of this philosophy.</p>	<p>Towne Park is uniquely positioned in the Los Angeles area as our keen understanding, vast presence in the market, 25 years' experience and local relationships distinguish us from our competition.</p>
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## Law Library Parking Facility Management: Proposal Comparison

	AAA	ABM	MPI	Parking Concepts	PCA	Towne Park
C. Your company's objectives and management philosophy	<p>Owner Satisfaction: the number one goal of AAA Parking. Since AAA Parking deals with so many diverse owners, we tailor our service to the needs and desires of each individual owner. Customer Satisfaction: AAA Parking proposes to operate the Los Angeles Law Library parking facilities with an intense focus on customer satisfaction. Maximization of Revenue: As a result of strict revenue controls, AAA Parking has experienced increased revenue results at many properties acquired over the years, several properties have increased revenues by more than 30%. Employer/Employee Satisfaction: AAA Parking selects and hires those individuals who demonstrate a sincere desire to be in service to others.</p>	<p>Our objective is to continue to provide LA Law Library with exceptional parking management services that bring value to the LA Law Library management staff, clientele and customers. We will continue to work diligently to maximize the parking potential of the facility while minimizing expenses to gain the most benefit from this asset.</p>	<p>Modern Parking's mission is to deliver "Total Quality Management" to our clients and customers. The company adheres to the following principles: Provide our clients and customers with a level of service that reflects our commitment to credibility, integrity, accountability and performance; Maximize the image, efficiency, and revenue of our client's parking operations while minimizing operational expenses and exposure to loss; Strive to impart our company philosophy within our employees' workplace, thus providing an environment of equal opportunity, harmony, opportunities for advancement, and a commitment to serve our clients with the highest level of performance.</p>	<p>Parking Concept's company mission: To provide professional parking services which are accurate, consistent, responsive and innovative; to safeguard and enhance client image and revenue; and to provide opportunity, growth and satisfaction for our employees.</p>	<p>PCA Management adopts a simple management philosophy: "Be an extension of the organizations we serve through constant communication with our customers and clients." PCA Management values implicitly the importance of knowing your customers' needs and works hard to resolve problems properly in an efficient manner and to improve service as time goes on.</p>	<p>Under Jerry South's leadership, we are focused on hiring associates who will live our values and pride themselves as service performers, not simply service providers.</p>
D. Key personnel, including brief biographies, and total number of personnel	<p>Ronald F. Williams, President, has been with the company for forty years. Mr. Williams is involved daily with all projects; Executive Vice President, Mason Mehrjerdian has over twenty years in the hospitality business and a doctorate in economics. Mason collaborates with executive committee members including the Director of Hotel Operations, Administrative Manager, Financial Manager, and Human Resources Manager; AAA Parking's Proposed Operations/Facility Manager has full responsibility for interviewing and hiring of personnel. Supervisory responsibilities include:</p>	<p>Arnold Klauber, Senior Vice President - responsible for the entire Southwest Region and the six Branch Management teams that oversee the various projects; Kerry Turner, Regional Vice President - will work directly with your on-site Branch Management team to ensure they meet all the objectives of the LA Law Library; Al Pineda, Branch Manager - current Branch Manager will continue his hands on management style to maximize the operation. Ed Acosta Operations Manager - current Operations Manager for the LA Law Library supporting Al Pineda.</p>	<p>M.J. Islam, President and CEO; Gary Pitts, Executive Vice President, is recognized as one of the top operations directors in the industry, Mr. Pitts has managed development and operations for over 32 years; Lori Pinson, Vice President, has the responsibility for contract compliance, business systems and corporate management; Edwin J. Kaftal, Chief Financial Consultant, has an impressive career spanning more than 40 years in the financial sector; Manuel Rubio, Vice President, Quality and Revenue, is responsible for the internal audit department of Modern Parking; Thomas Hall, Risk Management Consultant, is responsible for all HR related actions and claims as it relates to Modern Parking, Inc.</p>	<p>Gill Barnett, President: founder and owner of PCI, has been actively involved in the parking and transportation industry for over fifty years; Bob Hindle, Vice President: another one of PCI's veteran Vice Presidents, has extensive parking experience dating back to 1964 when his parking career commenced at Los Angeles International Airport while attending high school; Richard Raskin, Director of Internal Audit and Financial Analyses: joined PCI, after ten years serving as a senior parking consultant with Walker Parking Consultants and brings a tremendous depth of experience to this position; Greg Greenberg, Director of Operations: came to Parking Concepts after nearly 25 years of service in the parking industry.</p>	<p>Alex Martin Chaves: Chief Executive Officer; Eric Chaves Esq.: President, General Counsel; Renee Valdes: Senior Vice President; Pep Valdes: Vice President, Director of Business Development; Suzie Cooley: Director Of Operations; Aaron Chaves: Operations Manager (Account Supervisor); Monnique Reynes: Controller; Eduardo Erbes: Regional Parking Manager</p>	<p>Jerry South – Towne Park's Founder &amp; CEO Towne Park's Founder and CEO; Dave Nichols – President &amp; COO Responsible For Improving Customer Loyalty, Service and Product Quality; Mark Norwicz – CAO Responsible for Managing Towne Park's Key Financial Relationships, Developing Growth Processes and the Expanded Duties for the Majority of Corporate Support; Steven M. Zaccagnini - EVP, Corporate Development Responsible For the Planning And Execution of a Wide Range Of Strategies to Meet Long-Term Strategic Organizational Objectives; Chuck Heskett – EVP, Diversified Markets Responsible for Towne Park's Customer Base, Business Development and the Talent of the Diversified Markets Division; Rick Sorrells – EVP, Administration Responsible For Operational Special Projects of the Administration Group and Its Initiatives</p>

## Law Library Parking Facility Management: Proposal Comparison

	AAA	ABM	MPI	Parking Concepts	PCA	Towne Park
E. List of parking facilities in the Los Angeles area (including Los Angeles and Orange Counties) that you manage. Include addresses, approximate stall counts and length of time for each location.	InterContinental Los Angeles, Century City; Crowne Plaza, LAX	Cedars-Sinai Medical Center, Los Angeles; Century Plaza Towers, Century City; Koll Center, Newport Beach; Water Garden, Santa Monica; Sherman Oaks Galleria; Tower 4 2030 Main Street, Irvine; Wells Fargo Center, Los Angeles; Metro Center at South Coast, Costa Mesa; Ernst & Young Plaza, Los Angeles; AT & T Center, Los Angeles; Bank of America Plaza, Los Angeles; Pacific Design Center, West Hollywood; Ten One Hundred, Los Angeles; World Trade Center, Long Beach; Stock Exchange Bldg., Los Angeles; Glendale Center, Glendale; US Bank Tower, Los Angeles; 2600 Michelson Bldg, Irvine; 505 N. Brand, Glendale; One California Plaza, Los Angeles; Two California Plaza, Los Angeles; Xerox Center, Santa Ana; Arco Center, Long Beach; 909/999 Sepulveda, El Segundo; 8383 Wilshire Bl., Beverly Hills; 1900 Ave. of the Stars, Century City; Tower 17/Colton Plaza, Irvine; Union Bank Plaza, Los Angeles.	LAUSD 333 South Beaudry Ave., Los Angeles; Japanese Village, Los Angeles; The Valley Hunt Club, Pasadena; Wilshire Colonnade, Los Angeles; Sunset Media Tower, Los Angeles; G&L Beverly Hills; Pasadena Convention Center; City of Culver City; City of Glendale; City of Pasadena; 301 North Lake, Pasadena; 888 E. Walnut, Pasadena; Corporate Center, Pasadena; Gateway Plaza, Pasadena; Huntington Memorial Hospital, Pasadena; 550 North Brand, Glendale; Kaiser West Los Angeles Medical Center; 12333 Olympic Los Angeles; L.A. County Dept. of Beaches and Harbors, Los Angeles; PMB Burbank; PMB Pasadena; St. Vincent Medical Center, Los Angeles; 505 North Brand 505 N. Brand, Glendale; Westwood Marketplace	Northrop/Grumman Plaza, Century City; Ventura Petite Building, Encino; City of Los Angeles DOT Lots - Venice - 3 lots; City of Los Angeles DOT Lots - Hollywood - 5 facilities; Cinerama Dome, Hollywood; Kerlan Jobe Medical Plaza, Los Angeles; Pacific Corporate Towers, El Segundo; No Ho III, North Hollywood; Park Fifth, Los Angeles; Bamboo Plaza, Los Angeles; City of Glendale; City of Santa Monica; Westside Media, Los Angeles; Luxe Hotel - City Centre, Los Angeles; 800 Wilshire, Los Angeles; Plaza Tower Condominium, West Hollywood; Westview Towers Condominium, West Hollywood; Hollywood Versailles Condominium; Santa Monica Medical Office; John Wayne Airport, Costa Mesa; Lakeshore Towers Garage, Irvine.	Legacy 70 S. Lake, Pasadena; Legacy Media Tower, Burbank; Corporate Pointe, Culver City; Bantry Holdings, LLC, Los Angeles, CA; Robertson Plaza, Los Angeles; Shoreline Tower, Long Beach; Carlton Plaza, Woodland Hills; Glendale; Childrens Hospital, Los Angeles; Glendale Memorial Hospital; Valley Presbyterian Hospital, Van Nuys; Archdiocese, Los Angeles	Clarion Hotel Anaheim Resort; Four Points Los Angeles International Airport; Motion Picture & TV Fund; Radisson Hotel Los Angeles Airport; Molino Garage; Shutters On The Beach; Warner Bros. Studio Facilities; Viceroy Hotel Santa Monica; 20501 Ventura Blvd Garage; Sheraton Hotel Universal City; 16861 Ventura Blvd Garage; Mondrian Los Angeles; Hotel Casa Del Mar; Renaissance ClubSport Aliso Viejo; The Grafton Hotel; Westin Los Angeles Airport; Loews Hollywood Hotel; Hyatt Regency Suites Palm Springs; Irvine Marriott; Luxe Hotel Sunset Boulevard; Los Angeles Airport Marriott; Hilton Garden Inn - Hollywood Heights Hotel; Sheraton Gateway Hotel Los Angeles Airport; Westin Bonaventure Hotel & Suites; Renaissance Los Angeles Hotel; Burbank Airport Marriott & Convention Center; Newport Beach Marriott Hotel & Spa
F. Describe your company's commitment and approach to delivering consistently outstanding customer service.	Our philosophy has always been that "We don't want to be where we are not wanted", so all our agreements include a sixty day out clause without cause. This also puts pressure on us to continue to perform up to the property standards in order to remain the parking operator of choice.	ABM places a very high priority on delivering exceptional customer service consistently Therefore it requires not only the selection of qualified individuals and initial customer service training upon hiring, but frequent retraining and quality control to ensure that our employees continue to provide the level of service expected.	MPI's customized customer service program is built on the following guiding principles: <ul style="list-style-type: none"> <li>• Performance achievements begin with hiring qualified employees, providing comprehensive and continuous training, setting high expectations, fostering good judgment, and evaluating performance.</li> <li>• Training is part of our corporate culture.</li> <li>• Employees are empowered and quality customer service and good judgment are emphasized.</li> <li>• Performance matters. At MPI we compete for business and for renewal of business.</li> <li>• Our management team is fully engaged with operations.</li> <li>• One of the greatest services we can provide to our customers is a safe environment.</li> </ul>	PCI clearly understands that our staff acts as the ambassadors for the LA Law Library. In essence, we will likely be the first and last impression parking patrons will have during their visit to their destination. We take this responsibility very seriously and will promote an environment that is unfailingly friendly and helpful. We intend to do this by providing on-going training for all staff on a quarterly basis.	All employees receive extensive training before assignment to an operation as well as additional, hands on training at the designated sites. PCA Management requires on-site orientation to emphasize its commitment to consistent high quality service, learning about operations, procedures, and the high performance standards that are guaranteed to ensure customer satisfaction. This orientation consists of our joint commitment to high quality and to consistent superior service and personnel learning the intricacies of their location and its specific procedures with a n emphasis on safe, courteous, and prompt service. In addition to the standard employee orientation training, PCA Management will also provide conflict resolution, harassment prevention, internal map, and surrounding area map training.	As driven by our CEO's service as a guard at the Tomb of the Unknown Soldier, customers are Our Most Important Asset. We anticipate the needs of our customers and exceed their expectations, turning customers into promoters by consistently delivering value. The minimum customer service standards that are expected of all associates are as follows: <ul style="list-style-type: none"> <li>• Exhibit welcoming image (positioning and stance)</li> <li>• Explain services</li> <li>• Be helpful and courteous</li> <li>• Warmly interact with visitors</li> <li>• Provide helpful way-finding information to visitors</li> <li>• Actively enforce parking regulations,</li> <li>• Maintain personal cleanliness and presenting a professional appearance</li> </ul>

## Law Library Parking Facility Management: Proposal Comparison

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7.3. References: Provide at least three references for	Auburn University, Auburn; Grady Health System, Atlanta; Northside Hospital Complex, Atlanta; Piedmont Hospital, Atlanta; Ravinia III, Atlanta; Georgia State University, Richmond, VA; Spelman College, Atlanta; the Pinnacle, Atlanta; The Pavilion at Lake Hearn, Atlanta; Cobb Energy Performing Arts, Atlanta; Egleston Children's Hospital, Atlanta; 999 Peachtree Street, Atlanta Chastain Park Amphitheater, Atlanta; Metropolis, Atlanta; Crowne Plaza, Los Angeles; InterContinental, Los Angeles	Douglas Emmett Portfolio, Santa Monica; Judicial Council of California - Administrative Office of the Courts, San Dimas; The City of West Hollywood, City Hall	Los Angeles County Department of Beaches and Harbors; City of Pasadena; LAUSD; City of Culver City; Pasadena Convention Center; Los Angeles County Beaches and Harbors; Marina Del Rey; City of Santa Monica; No Ho III	City of Los Angeles Dept of Transportation; Bamboo Plaza; Cinerama Dome; Northrop/Grumman Plaza; Pacific Corporate Towers; Ventura Petite Building; Park Fifth; City of Glendale; Los Angeles County	Legacy 70 S. Lake, Pasadena; Legacy Media Tower, Burbank; Classia Acosta, Culver City; Bantry Holdings, LLC, Los Angeles, CA; Shoreline Tower, Long Beach; Carlton Plaza, Woodland Hills; Glendale, Childrens Hospital, Los Angeles; Glendale Memorial Hospital; Valley Presbyterian Hospital, Van Nuys; Archdiocese, Los Angeles	Molino Garage, 510 Hewitt Street, Los Angeles; 20501 Ventura Blvd Garage, Encino; Warner Bros. Studio Facilities, Burbank

### 7.4. Accounting/Audit/Internal Controls:

#### A. Provide samples of the accounting services to be provided including, but not limited to:

- i. Sample monthly statement.
- ii. Sample management report which would satisfy the reporting requirements.

See proposal.  
See proposal.

#### B. Identify the type of internal audit function you have to maintain the integrity and effectiveness of the service program.

Auditing procedures are a critical component of parking operations. Although procedures vary based upon the type of property and access control systems, the same basic rules and standards apply at all properties: Every vehicle and every transaction must be accounted for.

Upon award of the contract to operate the LA Law Library Parking Facility, AAA Parking will produce a customize operations manual and audit procedure for the facilities.

ABM Parking Services uses our proprietary SCORE4 system to accurately track all parking lease information for a specific location such as the LA Law Library. All parking rate information is entered along with any specific project parking leases, hours of operation, etc. Once set up, the SCORE4 system will administer the following: Monthly parking invoicing; Monthly parking payments; Daily transient revenue; Validation sales; Special event revenue; Ticket inventory; Validation inventory; Daily ticket information down to the individual cashier shift.

Modern Parking has a comprehensive revenue control and audit program which includes reviewing all location reports, performing spot audits, lot shops on cashiers and complete revenue audits. The audit reports are sent to the location supervisor and senior management. The Vice President of Quality and Revenue will meet with the supervisor to discuss the findings and recommend corrections to improve revenue control procedures. The location supervisor will then meet with the on-site manager and other location staff to discuss the audit and make any corrective action necessary.

At a minimum, every day the following procedures will be performed:  
A physical car count and license plate inventory of all vehicles in the lot or structure. We record closing ticket/transaction numbers will be recorded for each lot; make a record of the "opening ticket or transaction number"; Issue change funds to each cashier; Issue tickets to all vehicles entering the facility. For Pay-on-Foot Equipment (POF) we utilize a two-staff crew to collect from the POF machine, each morning. We open the POF and collect the automatically generated report then swap out the vaults are swapped out – the bill dispenser vaults and the collection vault. These are brought back to the office, where they are opened and counted behind locked doors and then placed in the safe until deposit.

PCA Management will implement revenue control procedures to account for parking fees collected, tickets issued, collected and lost. Daily reports and logs that contain the name of the parking personnel who open and close the POF devices, opening and closing ticket numbers and a list of overnight vehicles with amount due, shall be maintained. PCA Management will implement a secure system for collecting and moving cash from cashier areas or POF devices to the Facility's management office. PCA Management will ensure that all revenue is accurately counted and secured in a safe(s) and that security procedures are implemented that prevent theft or expose pilferage.

Our internal audit program defines proper posting and reconciliation standards, provides quarterly ticket and revenue control audits, and creates reporting transparency between the ownership entities and Towne Park for all general transient revenues, validations and special functions associated with the LA Law Library. Towne Park revenue and control procedures attach accountability to associates. They are provided all of the tools necessary to perform an efficient and accurate accounting of all transactions and tickets, including shift reporting and daily reconciliation tools.

**Law Library Parking Facility Management: Proposal Comparison**

	AAA	ABM	MPI	Parking Concepts	PCA	Towne Park
C. Describe in detail the methods used in your internal audit program, and the standard frequency of such reviews.	Bidder did not provide information about an internal audit function.	Standard Operating Procedures Audit (Annual) ABM Parking Services has developed and implemented throughout the company, a series of record keeping and reporting procedures which are compiled into a manual of Standard Operating Procedures. These form the core of our accounting requirements and incorporate all essential considerations of internal controls, segregation of duties, and revenue control. These procedures; in general, establish the first line of defense against all opportunities for fraud either by employees or customers. In addition, ABM conducts the following: Ticket Shopping (Quarterly unless requested otherwise); Booth/Cashier Audits (Upon request); Comprehensive Ticket Audits (Part of SOP); General Audit Survey (Annual); Review of Monthly Records/Billings (Random); Keycard Reconciliation (Monthly); Quality Control Inspections (Semi-Annual); Comment Card Audit (Upon Request).	On-Site Audit - On-going, weekly: The on-site manager will review all cashier reports to ensure that they are accurately completed, all addition is correct, and cash drops reconcile to the Cashier Reports; Deposit Verification - Weekly: MPI's Accounting Department receives a daily deposit report from our bank for all our locations and matches the deposit information with the reported income for each location. Missing deposits or discrepancies are immediately researched; Facility Review - Quarterly: Our Audit Team will visit each location annually to conduct a thorough walk through of the location. Mystery Parker Lot Shop - Quarterly: Lot shoppers visit each location throughout the year to assess customer service; Booth Audit: Annually - In a booth audit, a member of the Audit Department work s alongside a cashier for their entire shift. Revenue Audit: Quarterly	We shall perform a comprehensive, unannounced internal audit a minimum of two (2) times per year or at any time as requested by LA Law Library staff. The audits will be performed by Richard Raskin, PCI's Director of Internal Audit/Financial Analyst. Prior to joining PCI a few years ago, Richard was a Senior Auditor/Consultant for the prestigious parking consulting firm of Walker Parking Consultants. See bidder's proposal for details of thorough audit procedures.	Bidder did not provide information about an internal audit function.	Bidder did not provide information about an internal audit function.
7.5. Financial:						
A. Propose a figure or formula for a monthly management fee for the Minimum Staffing and Hours described in 5.2 which you believe would optimize the Facility's financial performance, operating efficiency, and customer service.	Option I: Operator will pay owner \$480,000/yr guaranteed + 60% of revenue over \$600k. Option II: Owner will pay an hourly rate of \$18.98 per hour or \$148,045 per year.	84.5 % of Net Revenue paid to LA Law Library. ABM will advance LA Law Library on the 1st of the month 70% of the estimated monthly revenue and the balance with the monthly statement by the 15th of the following month.	Lease rent of \$525,000 annually in monthly payments of \$43,750 and revenue sharing of overages exceeding \$630,000 of 80% to owner.	Parking Concepts proposed two options: 1) lease rent of \$525,000 annually in monthly payments of \$43,750 and revenue sharing of overages exceeding \$630,000 of 80% to owner; or 2) 84% of total net revenue payable to the Law Library.	Expense budget: \$120,912 per year including \$11,400 management fee.	Towne Park proposes a three (3) year management service agreement between the LA Law Library and Towne Park to perform the operations, maintenance and management of the commercial parking garage. The proposed cost for the management fee agreement is \$189,245 per year including \$26,400 in management fees.
B. Propose a figure or formula for additional Staffing and Hours should additional hours be required by the Library.	As an alternative, operator will manage the facility for an all- inclusive hourly rate of \$18.98 per man-hour, for both scheduled self-parking attendees as well as valet drivers for special events. AAA Parking will be responsible for all expenses.	No additional fee will be charged as part of additional hours required by the Law Library. The fees will be part of the original revenue share of 84.5% of Net Revenue.	In the event the Library requires an increase in additional hours and staff, MPI will review the basic comparison of increase cost to revenue collection. An adjustment of equal proportion would be recommended based on the evaluation and existing agreement formula. If the balance is a net positive for both owner and operator, then the existing monthly management fee would remain without change or amendment.	Cashier, Valet, Attendant \$15.00 Supervisor \$18.00.	In order to ensure the highest degree of flexibility for LA Law Library, PCA Management proposes an all inclusive bill rate for optional valet / special events :  Attendant Rate: \$16.50 per attendant per hour (subject to conditions; see proposal).	Towne park would use flex staffing for occasions such as special events, weekends and holidays that may require additional staff at the rate of \$12 per hour for self-parking and \$18 per hour for valet parking.

**Law Library Parking Facility Management: Proposal Comparison**

	AAA	ABM	MPI	Parking Concepts	PCA	Towne Park
C. Propose a valet parking fee proposal for special events during evenings, weekends, and holidays.	See 7.5 (B) above.	Cashier, Valet, Attendant \$15.00 Supervisor \$18.00.	Cashier, Valet, Attendant \$15.00 Supervisor \$18.00.	We would suggest a variable prepaid flat rate for special events based on the type of special event and anticipated demand. Depending on demand, competitors rate, and type of event, event parking rates could range from \$10.00 up to \$35.00. "Turnover" should also be considered. A short term special event will most likely be a "one shot" deal with minimal turnover (if any). A lengthy or all-day event will most certainly generate turnover which can significantly enhance gross receipts.	See 7.5(B) above.	See 7.5(B) above.
D. Propose sample reports including revenues, ticket counts, validation breakdowns, headcounts (including valet parking after hours and on weekends and holidays) and regular maintenance. The Library prefers reports in electronic format to reduce cost and waste and facilitate storage and future retrieval.	See proposal. Bidder provided samples of a monthly revenue report, variance explanations, a schedule of change in monthly receivables, aged balances, and budgeted staffing plans,	See proposal. Bidder provided samples of a monthly revenue report, parking operational income statement, detailed revenue report, job cost detail, and Amex merchant report.	See proposal. Bidder provided samples of a monthly income statement, monthly sales report, daily sales tracking, variance report, cost of labor analysis, transient income report, daily activity and revenue report, cashier's report, reconciliation of tickets to cashier's report, cash composite test, cash out audit, call in log, unannounced inventory report, ticket time check, and facility shopping report.	See proposal. Bidder provided samples of a monthly revenue report, monthly recap report; daily recap report;	See proposal. PCA provided a monthly income statement and a daily ticket report.	Bidder did not respond directly to this request.
7.6. Insurance and Risk Management:						
A. Confirm your company's ability to meet the insurance requirements described below in Section 17.	General liability: \$1M; excess liability: \$5M; workers' comp: \$1M; garagekeepers' liability: \$1M	ABM Parking Services confirms that our company can meet the insurance requirements as described in Section 17 of the RFP. As the current provider, we have met the insurance requirements and will continue to do so.	Modern Parking is able to meet all insurance requirements as outlined in Section 18 of the Request for Proposals.	General liability: \$1M; excess liability: \$10M; workers' comp: \$1M; garagekeepers' liability: \$1M per location and \$250k per auto	Worker's Compensation: Statutory Amounts; Employer's Liability: \$1,000,000; General Liability: \$3,000,000; Automobile Liability: \$1,000,000; Crime: \$1,000,000; Excess Umbrella Liability: \$ 2,000,000 (over garage coverage); Excess Garage Keepers Liability: \$1,000,000 (combined single limit each Occurrence)	Towne Park is licensed to do business in the state of California. Upon selection, our Risk Management department will endeavor to work with the LA Law Library to finalize insurance coverage.

## Law Library Parking Facility Management: Proposal Comparison

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B. Describe your company's risk management program.	Bidder did not respond directly to this request.	<p>ABM Parking Services has a Risk Management program for vehicle, workers and customer safety. Our Safety Program covers all aspects of our operation with the intent to provide our employees with the tools and resources necessary to maintain a safe facility in compliance with all OSHA Requirements.</p> <p><b>Emergency</b> - ABM Parking offices should maintain a basic first aid kit for use by facility employees. For customers with serious emergency situations employees are instructed to call 911 for immediate assistance. <b>Facility Manager / Parking Attendant / Valet Safety</b> - In order to reduce risk in the parking operation Facility Managers are required to submit to and pass OSHA Certification annually.</p> <p><b>Maintenance Risk Management</b> - The maintenance personnel follow all Company Safety Procedures and OSHA Regulations as it pertains to maintenance duties.</p>	<p>Risk Management Consultant, Thomas Hall, Human Resources, and a safety committee comprised of select MPI supervisors meet weekly to review safety and operational issues. Members of the risk management department, as well as on-site employees, are trained to follow comprehensive claims reporting procedures. Modern Parking has successfully reduced the number of claims at numerous facilities by adhering to a thorough risk management program:</p> <ul style="list-style-type: none"> <li>• Integrity assessment tools for hiring</li> <li>• Initial and ongoing Safety and Customer Service Training</li> <li>• Regular inspections</li> <li>• Immediate action to eliminate identified exposures and hazards</li> <li>• Follow-up inspection and review</li> <li>• Weekly safety committee meetings</li> <li>• Supervisor monitoring to ensure claims procedures are being followed</li> <li>• Signs and notices posted in compliance with state and local laws</li> </ul>	<p>PCI maintains an "in-house" risk management department. Our Director of Risk Management, Ulla Bjorkqvist and her staff, process and expedite all claims in a professional, prompt and courteous manner. Our Risk Management Department is an integral part of our comprehensive Customer Service Program. PCI recognizes the importance of timely reporting of all incidents to Corporate Risk Management, District Manager, Vice President and the client if such information is requested or part of agreed upon operating procedures.</p>	<p>Every employee is prepared for emergencies before they happen. The Management Roster and Facility Information Form provide essential contact phone numbers needed in a wide variety of emergencies. This form is completed and either posted in the booth or placed in the notebook at every location. In an emergency, every employee knows the priority is to protect life, limb and property in that order. They do not jeopardize themselves to save property. Periodically, the entire parking area is inspected for suspicious persons and to determine that all vehicles are secure. Facility inspections must be completed at least weekly, with daily inspection the goal. The goal of this inspection is to discover and document all potential safety hazards at the facility. All safety inspections should be logged in the lot's notebook with the name of the person who inspected printed next to their signature and date.</p>	<p>Towne Park's Enterprise Risk Management (ERM) group functions as an integrated business partner to provide solutions to prepare for and minimize exposure to the complex and unique array of risks faced by Towne Park operating locations and our clients. Towne Park's ERM group provides support to identify, evaluate, prioritize, manage and mitigate risk throughout our operations, and ultimately create value by protecting people, property and client interests. To provide scalable and sustainable solutions designed for easy integration into our portfolio of businesses, the ERM group utilizes a risk management system framework that conforms to international management systems standards (e.g., COSO and ISO31000). The risk management system provides a common framework to identify, evaluate, prioritize, manage, control and mitigate risks, leading to continuous and sustained performance improvements.</p>
C. Provide a detailed description of your policy and procedure for dealing with claims and complaints including insurance related claims and parking facility accidents.	<p>Step 1 When an incident has occurred, step out of the vehicle – leaving it there and alert your management on site.</p> <p>Step 2 Assess the situation and start completing the claim report accordingly – to type of incident – damage, injury, property damage or theft.</p> <p>Step 3 Take photos of the damage, and prepare statements.</p> <p>Step 4 All claims should have manager's statement, and all driver statements – Parker and Puller. The incident report form should be completed in its entirety.</p> <p>Step 5 If criminal acts have taken place for example: stolen vehicle, missing items, or vandalism, etc. – contact the owner of the vehicle and suggest filing a police report.</p> <p>Step 6 Always verify all information with vehicle owners and all parties to the loss.</p> <p>Step 7 Enter the report on our claim database to ensure that proper contact will be made with the claimants.</p>	<p>Instant Estimator is a state-of-the-art online damage claims processing tool specifically designed to help ABM Parking Services improve process efficiencies, enhance customer service, and reduce claims costs. Following easy to understand, step-by-step instructions, Instant Estimator empowers our employees to process and receive an instant (and highly-accurate) evaluation of their customers' auto body repair damage. Any time a claim is made, the employee will completed the online claims details and submit photographs. The process is then handled by the Instant Estimator staff with notification and reports sent directly to ABM Parking Services Branch Managers. Customers are promptly provided with an estimate and repair shop information. The entire process is seamless to the customer and provides immediate notification to ABM Parking Services Management.</p>	<p>MPI has clearly defined policies and procedures for processing and resolving claims and complaints arising from the operation of parking facilities. This includes insurance-related claims involving mechanical parking control devices. MPI's claims division takes preventative measures to limit liabilities. Our goal is to limit exposure and to resolve claim issues of malfunction professionally. MPI has implemented an electronic customer service tracking system for customers that experience conditions for which they wish to voice concern or a complaint. All customer feedback is recorded for management and client review. Open issues are reviewed weekly with resolution of inquiries documented for future reference. Modern Parking can provide reports from our electronic complaint tracking system upon request by LA Law Library representatives.</p>	<p>Each PCI employee has received specific training to investigate, document, and report all incidents. PCI has a policy of responding to all complaints in a prompt, polite and professional manner. Regardless of how complaints are presented to us, be they rude or polite, we will listen to the customer and it is our policy to give a polite and professional response. If the complaint is being made in person, the most senior person on-site will handle the matter. If a supervisor is not on-site, the customer's name and telephone numbers will be taken and that person will be contacted by management staff that same day, if practical/possible. Written complaints are always responded to in writing within 48 hours.</p>	<p>PCA Management responds to complaints forthrightly. If an incident occurs, the Parking Manager or Supervisor is contacted immediately and corrective action occurs as needed in accordance with PCA Management policies and procedures. If circumstances warrant, PCA Management understands the authorized designated representative of LA Law Library is the final arbiter in any disagreement between a Contractor and a customer, and PCA Management will abide by any decision made. PCA Management teaches employees during training how to respond appropriately to customers who complain about parking services. They are taught to remain polite and respectful with customers at all times to prevent a confrontation.</p>	<p>Towne Park's Safety &amp; Claims team manages claims across Towne Park's diverse portfolio of operating locations across the United States. From employee injury claims to property related losses, the team is prepared to resolve claims through any of our insurance programs. Claims training programs are available to Towne Park's operators to provide an understanding of the process and ensure that guest satisfaction and clear communication throughout the process remains a top priority in the unfortunate event of a claim. Upon notice of a claim, an investigation takes place at the site and a claim packet is sent to the claims team for handling. The claims team then manages the claim to closure. Various claims adjusting techniques are utilized to handle the claim in an efficient, timely and cost effective manner.</p>

## Law Library Parking Facility Management: Proposal Comparison

	AAA	ABM	MPI	Parking Concepts	PCA	Towne Park
7.7. Operations/Personnel/Staffing						
A. Describe how you would manage the Facility to maximize customer service, efficiency, and revenue.	As a leader in the Hospitality industry, AAA Parking operates many prestigious hotels and parking facilities with an outstanding customer satisfaction record. AAA Parking will apply the same customer service tactics to service delivery for the LA Law Library Parking Facility. All visitors will be greeted promptly and cordially, access control equipment will be clean and in good working order, and customers will be efficiently issued a parking ticket and directed to open parking spaces. Our trained employees will make sure all cars are parked properly and efficiently. Special rates will be offered after-hours when demand for parking diminishes. Our management staff will market the spaces for special events to maximize the revenue for the property through temporary signage, flagmen, and various Guerrilla marketing tactics.	As the existing operator, it is important to continue to provide value for our service. Therefore, if selected to remain as the operator we have outlined some of our ideas for enhancing service, efficiency and revenue. Customer Service Retraining; Rate Structure; Second Pay Station; New Signage to improve the visibility of the facility; Monthly Parking offered to nearby entertainment venues to maximize use during off peak hours.	Modern Parking is prepared to fulfill all objectives of the parking operation at the LA Law Library, including the delivery of high quality customer services, enhancement of revenue, and the fulfillment of maintenance and operating tasks as described in Item 8 of the Request for Proposals. Headquartered in Downtown, Los Angeles with a well-established presence throughout Los Angeles County, our company brings fresh perspective, enthusiasm, new ideas, and a desire to enhance the operation. LA Law Library parking operations will have the benefit of direct oversight from corporate staff, including periodic site visits to evaluate operations performance.	The key to any successful parking operation is "Management, Management, Management." Continual oversight, the diligent application of time proven revenue control procedures, on-going employee training and open communications with the client is the proper formula for a first class professional parking operation.	Bidder did not respond directly to this request.	Towne Park will operate and maintain the Parking Facility Operation as a premier first class commercial public facility. We scientifically construct the look and atmosphere of the garage. From the selected colors, low-emission paint, signage and lighting, we strive to meet the Green Parking Council's green parking initiatives and eliminate noxious toxins. We choose contrasting colors for the curb and wall paint to eliminate any hazards and aesthetically, we use dark colors on the curb to minimize scuffs or scratches. Garage walls are painted white for a fresh, clean look.
B. Provide a staffing plan for all shifts (see Section 3(D)), including lunch and other breaks.	AAA Parking schedules part-time employees to cover the minimum hours (30 hours per day). By overlapping the hours, AAA Parking make sure all employees to take lunch breaks as well as 15 minute breaks, one at a time, insuring the sufficient staff stay at duty.	Upper Level Parking Attendant 7AM - 3:30 PM/M-F Lower Level Parking attendant 7:30AM-12:00 PM/M-F Lower Level Parking Attendant 8AM - 6:30PM/M-F	Attendant 1: Monday through Friday, 8:00 a.m. – 5:00 p.m., Lunch: 12:00 p.m. – 1:00 p.m. Attendant 2: Monday through Friday, 7:30 a.m. – 5:00 p.m., Lunch: 11:00 a.m. – 12:00 p.m. Attendant 3: Monday through Friday, 7:00 a.m. – 1:00 p.m., Lunch: 10:30 a.m. – 11:00 a.m. Attendant 4: On Call: Employee will work a.m. shift on premium days, as demand warrants.	Upper Level: *One Attendant Monday through Friday 7:30a-5:30p One Attendant Monday through Friday 8:00a-12:30p Lower Level: *One Attendant Monday through Friday 7:30a-6:30p One Attendant Monday through Friday 8:00a-12:30p *Note: Lunch breaks and rest periods to be provided by supervisory personnel	Upper Level 7:30 am to 12:30 pm M-F @ \$9/hr 12:30 pm to 5:30 pm M-F @ \$9/hr 8 am to 12:30 pm M-F @ \$9/hr Lower Level 7:30 am to 1 pm M-F @ \$9/hr 1 pm to 6:30 pm M-F @ \$9/hr 8 am to 12:30 pm M-F @ \$9/hr	The services will operate Monday-Friday 7:30 a.m. to 6:30 p.m. (except for major holidays).  Upper Level: One Attendant 7:30am-5:30pm; Additional Attendant 8:00am-12:30pm; Lower Level: One Attendant 7:30am-6:30pm; Additional Attendant 8:00am-12:30pm
C. Describe how you will cover for absent staff?	AAA Parking will provide coverage for absentee staff with a pool of on-call attendants. The property manager has immediate access to the on-call pool and can contact staff directly.	Employees are required to report an illness 4 hours prior to the start of their shift. This allows the ABM management staff to arrange for a replacement person. There are times however when employees may be unable to give 4 hours notice and may not be able to call until the last minute. ABM has procedures in place to provide emergency staffing relief.	Modern Parking is able to cross-train our team members to work multiple sites in the event of unanticipated absences.	Within a ten-mile radius of the LA Law Library, we have a pool of over 250 employees that are fully cross-trained, uniformed, insured and bonded from which to draw in the event of any last-minute need for any staff member. Our downtown Los Angeles office receives telephone calls 24-hours per day, seven (7) days per week. We have procedures in place to replace any employee on moment's notice.	Bidder did not respond directly to this request.	Bidder did not respond directly to this request.

**Law Library Parking Facility Management: Proposal Comparison**

	AAA	ABM	MPI	Parking Concepts	PCA	Towne Park
D. Describe how you will provide access to vehicles left after-hours?	Visitors have access to the top-floor spaces after hours. We will have clear signage at the entrance, advising our hours of operations. We will also provide customer access after-hours by the manager on duty. Visitors will be provided retrieval service for left over vehicles for a fee. Customers will also have the option to pick up their vehicle the next day and only pay the additional parking fee.	The lower level is closed by a roll gate, if there is a customer car in the parking garage after hours, they are required to call an after hours number that is posted. The number is to a nearby 24 hour facility and the Manager on Duty will report and open the gate for the customer. The upper level is uncontrolled and customers use the pay station for parking privileges	MPI is not opposed to providing after hours numbers for car retrieval under certain conditions and fees. We expect to train all personnel working on the enclosed basement level to advise customers that need extended-day stays to park on the upper levels, and provide notice one-on-one with regard to closing hours. We also anticipate having all tickets issued on this level to post closing times.	This is a common area of concern for many parking facilities that are not staffed or open 24-hours per day and the facility is secured at closing time. In addressing this issue, most importantly is the prominent posting of the closing time(s) and verbally informing each parker that their vehicle must be removed prior to the lot or structure being secured. We also suggest that this information be printed on the ticket and/or the receipt issued to each customer.  PCI maintains 24-hours per day, seven (7) days per week telephone access for all Los Angeles parking facilities. The telephone number is answered by a service person, not a voice recorder. This telephone number will be prominently posted at each facility with instructions to call for any type of issue or emergency.	Bidder did not respond directly to this request.	Bidder did not respond directly to this request.
7.8. Miscellaneous						
A. Include any other information you believe would be help us evaluate your bid.	Bidder did not respond directly to this request.	We have developed a Business Intelligence database using the Oracle environment to create Dashboards and reports that are based on data entry in our SCORE4 system. By mapping the environments to each other we have created the ability to generate reports and analyze data all the way through to the cashier details.	Our seasoned corporate and management staff are experienced and skilled in executing the transfer of parking lot services. Our track record of transition management is solid: all of our many transitions are without incident, and we have worked successfully with other parking service providers to make the exercise seamless and collegial.	Parking Concepts, Inc. (PCI) has led the way in green initiatives and we have been an eco-friendly company long before it was fashionable or encouraged. For decades we have recycled as much as possible, separated our waste, purchased energy efficient products, recommended and installed LED and CFL lighting, and enthusiastically participated in green programs.	Bidder did not respond directly to this request.	Bidder did not respond directly to this request.
B. Describe any necessary or desirable physical improvements or infrastructure you would propose and what portion of the cost, if any, you would bear.	Operator shall purchase and maintain the "Pay-by-Space" machine equipment at its sole cost. The ownership of such equipment shall be that of AAA Parking.	Please see our recommendations in section 7.7 . Operations item A discussing equipment and revenue enhancements.	See proposal. Modern Parking is proposing to install the APS Revolution ST pay station to replace the existing equipment on the upper level.	SUGGESTED FACILITY IMPROVEMENTS <ul style="list-style-type: none"> <li>• Install new state-of-the-art Pay-on-Foot (POF) machine on upper level.</li> <li>• Upgrade attendant/cashier station on upper and lower levels.</li> <li>• Upgrade/replace all signage on upper and lower levels.</li> <li>• Paint all Lower Level walls and ceiling bright white to improve aesthetics and enhance lighting.</li> <li>• Re-lamp entire lower level.</li> <li>• Power wash/steam clean upper and lower levels.</li> </ul>	PCA Management insists that the appearance of every parking facility we operate is excellent. Well maintained parking areas reflect the quality of our operations. Clean, well maintained areas enhance the safety of our customers, clients and employees.  All parts of the facility for which PCA Management is responsible are to be swept as needed but not less than once weekly. Booths, ramps, and all parking surfaces and driveways are to be swept. All approaches, exits, and access ways for pedestrians and cars surrounding the facility must be inspected and swept.	Towne Park would be interested in revamping the signage program for the LA Law Library parking facility. Upon receiving the contract, we would meet with the library with proof ideas to be mutually agreed upon by all parties. The signs will be eye-catching and showing the rates of the garage.

**Law Library Parking Facility Management: Proposal Comparison**

	AAA	ABM	MPI	Parking Concepts	PCA	Towne Park
C. Provide a detailed description of additional revenue opportunities you can bring to these Projects with a dollar value for each.	Bidder did not respond directly to this question.	Please see our recommendations in section 7.7 . Operations item A discussing equipment and revenue enhancements.	Modern Parking has had great success with programs to generate additional revenue. Such programs include fleet leasing, aggressive marketing to prospective monthly permit holders, and special event parking coupled with our shuttle services.	<ul style="list-style-type: none"> <li>• Staff and operate the facility on weekends and holidays when special events are taking place in the proximity of the LA Law Library. Several times each year there are community events, rallies, promotions, festivals, etc., that draw large crowds in need of parking.</li> <li>• Staff and operate the facility when special events are scheduled at the new Grand Park nearby. This venue is becoming more popular since it has been upgraded and promoted.</li> <li>• Film production companies are a possible source of additional revenue. PCI maintains an excellent working relationship with Film LA, the agency that issues film permits for the City and County of Los Angeles.</li> </ul>	In order to aggressively position the facilities parking fee structure in the market place, PCA Management will perform quarterly parking rate surveys, report to LA Law Library , and adjust accordingly. Initially, PCA Management suggests lowering the max daily rate to \$0.50 lower than competition, while keeping the existing escalation rate. Doing this will give the perceived value of a lower rate, but in actuality assist with reaching a sustainable daily capacity. The LA Law Library garage is ideally suited for the facility to generate additional revenue from surrounding businesses and venues. PCA Management proposes to market after hours parking utilizing unused space in predetermined designated areas of the garage.	Bidder did not respond directly to this request.

## Law Library Parking Facility Management: References

AAA	ABM	MPI	Parking Concepts	PCA	Towne Park
<p><b>Robert C Ritenbaugh, Asst. VP, Auxiliary Services, Auburn University:</b> Yes, we have had a successful relationship with AAA Parking for two football seasons and are about to enter our third fall with AAA. Auburn University employs AAA to manage parking on home football game days at numerous lots and decks on the Auburn campus. Most of those parking spaces are presold via on-line purchases prior to the season, although AAA has the card-swipe technology and capability of selling unsold parking inventory on the day of the game. I can tell you we have been very pleased with the professionalism of the uniformed personnel they employ on the Auburn campus. We receive few if any complaints and numerous compliments on how they generally handle parking clients (football fans) and how they tactfully solve the occasional problem timely and effectively. Also, our communication with senior management in Atlanta has always been seamless and responsive. Our agreement was for five years and I can't imagine we would not renew when the time arrives.</p>	<p><b>Rod Marquez, City of West Hollywood:</b> ABM has been great. Typically, when something is needed, they can provide it, often at no additional cost. They are especially adept at handling large crowd events such as West Hollywood's Gay Pride and Halloween events. Have not experienced any problems.</p>	<p><b>Jeff Gunther, Senior Vice President, Morlin Management, LAUSD:</b> MPI does ok work for the Morlin Group. They are responsive and adaptable to our needs. Bookkeeping is not always perfect but they are working on it. Overall, Morlin Management is pleased.</p>	<p><b>Tad Dombroski, Parking Manager, City of Glendale:</b> Although Parking Concepts is no longer the city's parking company because they were beaten by another company on price, Tad was happy to give a strong recommendation. He misses them as a business partner, felt that they met all of the city's needs, and had no weaknesses.</p>	<p><b>Fred Balak, Coordinator of Parking, Cathedral of Our Lady of the Angels:</b> They are responsible, professional, attentive, and responsive. We have a wonderful working relationship with PCA Management, and this includes a direct avenue of communication. They have experience, and know their business. They work constantly trying to improve their service here at the Cathedral. As the Cathedral Coordinator of Parking, I meet almost daily with the PCA Manager of Cathedral Parking to discuss the events schedule of the Cathedral, upcoming projects, possible future problems, always in a pro-active mode. And, always in a spirit of total cooperation. The Cathedral lets PCA Parking do their job, as we know they do it best.</p>	<p><b>J. Jeremy Parks, EVP, Jerome J. Parks Companies:</b> Their strengths beyond the parking management and valet operations would lie in their ability to adapt and cover the necessary requirements of any event, or ongoing operational solution in the hospitality arena. Their team has also provided the first level of customer experience at our Westin hotel not only through valet, but doorman and bell service as well. In the over 10 years I have been exposed to Towne Park I have not experienced areas that I would challenge or point out as needing change or improvement. As with any growing organization opportunities occur to improve specific things, through the open level communication that governs Towne Park and its operation those challenges are addressed before they become problems. My experience has been extremely positive with them and believe their team would be an asset to your facility.</p>
<p><b>Mitchell Silverman, Florida Atlantic University, Asst. A.D. - Facilities:</b> We made a change after year 1 of the stadium opening (2010) to AAA based upon numerous factors to include: expense, management initiatives, training of employees, customer service and revenue generating opportunities to include new technologies. I have been very pleased with AAA as they have exceeded my expectations.</p>	<p><b>Allan Golad, SVP, Douglas Emmett Portfolio:</b> Happy to give recommendation. The company is commercial office building REIT with 14.5M RSF and ABM handles all their business. ABM is very customer service-oriented and good at client relations. Parking is an important part of a REIT's profit margin and the Portfolio considers ABM a strategic partner.</p>	<p><b>Todd Tipton, Redevelopment Administrator, City of Culver City:</b> MPI is does a great job. They are responsive and positive. The City is satisfied and will be recommending extending their contract an additional year.</p>	<p><b>Linda Armada, Northrop/Grumman Plaza:</b> Parking Concepts gives great service. They are customer-oriented and are especially helpful at finding resources within the company to help with last-minute tenant special events needs. Oversight staff was weak at one point but the company resolved that problem and shored up the weakness. Extremely honest people.</p>	<p><b>Miguel Gonzalez, Director Support Services, Children's Hospital Los Angeles:</b> PCAM has been managing our hospital parking since 2008. We are generally satisfied with their performance. They have implemented several strategies to successfully control abuse and increase revenue.</p> <ul style="list-style-type: none"> <li>• They installed a new parking system in our visitor and employee lots which has resulted in improved controls and increased revenue</li> <li>• They implemented a tiered parking fee schedule for the visitor lot instead of the daily flat rate we had for many years.</li> <li>• They've added stack parking in the visitor lot in order to accommodate more users thus adding to the revenue. The increased revenue pays for the labor and then some.</li> </ul> <p>Concerns:</p> <ul style="list-style-type: none"> <li>• Pay schedule is confusing which makes it hard to understand their invoices.</li> <li>• Training requirements. We constantly have to be asking/reminding them if they've completed certain trainings that are required.</li> <li>• Their bill rates could be more competitive. They are a bit high for what the staff get paid.</li> <li>• Their own employee satisfaction is a concern.</li> </ul>	<p><b>Tim O'Donald, President, Harbor East Management Group, LLC:</b> Towne Park manages all of our garages and lots (except the ones encumbered by a lease). They have been working with us since 2009, and they do a stellar job. They also manage our valet operations for both restaurants and hotels. They are the best parking company that I have worked with over the last 20+years of doing this. Are they error free? Nope, but when a challenge arises, they employ the resources necessary to get it right.</p> <p>Strengths: Customer Service for us; Customer Experience for our visitors, guests, and tenants; Depth of knowledge; Solid Corporate structure and culture.</p> <p>Improvements: The strength of the overall program lies in the abilities of the on campus manager and his/her DM. Get a good one and you are set.</p>

## Law Library Parking Facility Management: References

AAA

ABM

MPI

Parking Concepts

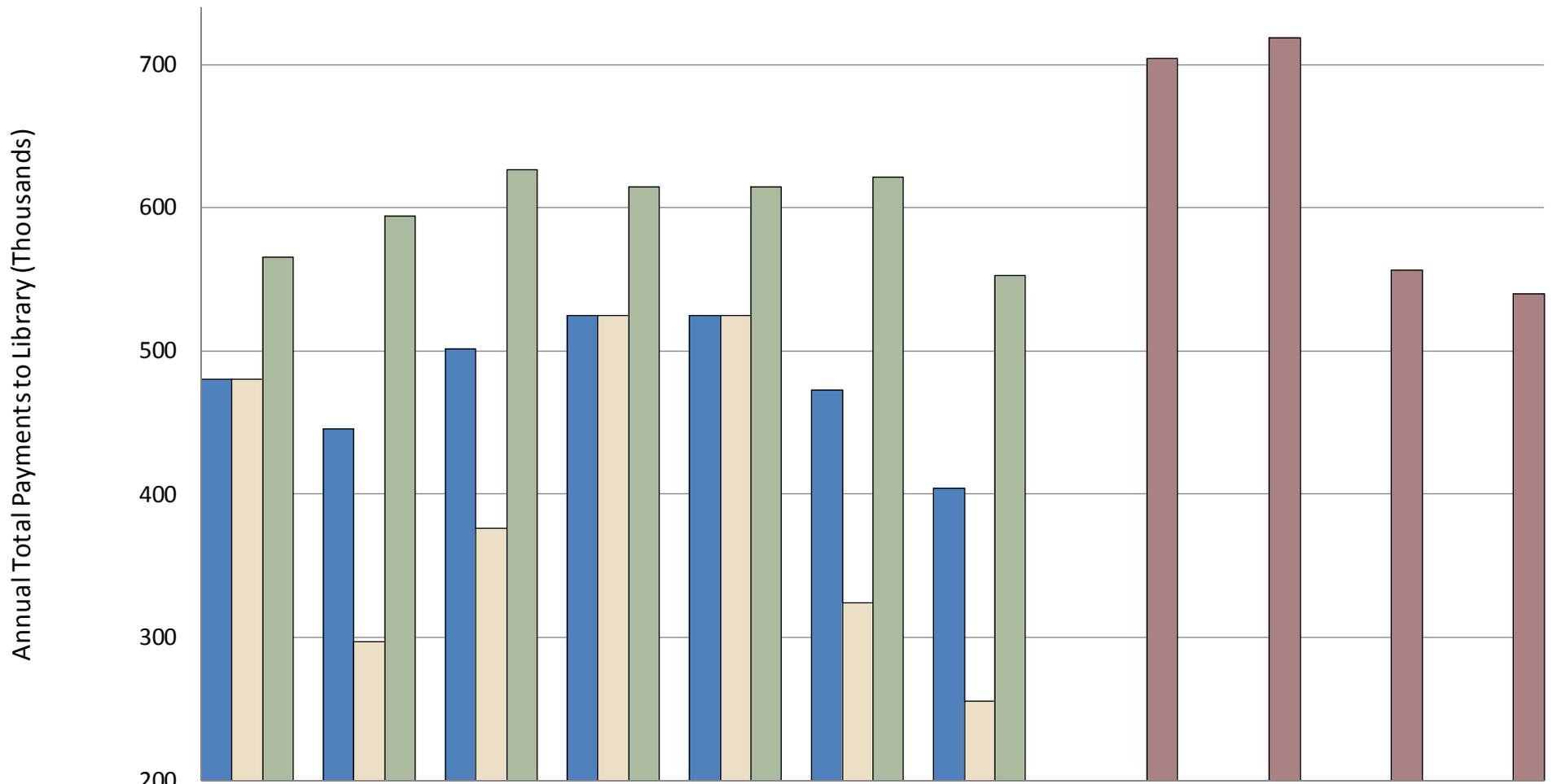
PCA

Towne Park

**Gary LaClair, Director of Parking, Piedmont Hospital, Atlanta, GA:** AAA Parking has managed our parking decks since May of 1994 we tried another service provider for 3 years prior to 2009 and went back to AAA Parking. We are completely satisfied with AAA Parking's professional, responsive and efficient services. The three year hiatus from AAA Parking was the result of temporary insanity.

**Michael Woolson, Mgt Analyst, City of Pasadena:** No problems with MPI. Facility management is pretty good. They are good with special events. Overall satisfied with them.

# Parking Facility Proposals: Financial Comparison



	AAA (Opt. 1)	AAA (Opt. 2)	ABM	MPI	Parking Concepts	PCA	Towne Park	FY2011 Actual	FY2012 Actual	FY2013 Actual	FY2014 Budget
Expected Case	480	445	502	525	525	473	404				
Worst Case	480	297	376	525	525	324	256				
Best Case	565	594	627	614	614	621	553				
Actual								704	718	556	540

**MEMORANDUM**

**DATE:** August 27, 2013

**TO:** Board of Law Library Trustees

**FROM:** Sandra Levin, Executive Director  
Patrick O’Leary, Sr. Director Administrative Services

**RE:** CalPERS Health Insurance Cap and Salary Adjustment for Non-Represented Staff (Other than Senior Staff) and Retirees

**SUMMARY**

Under the current MOU, represented staff are subject to a cap on health insurance premium costs, but have received regular salary increases. Conversely, non-represented staff are not subject to the cap but have not received regular salary increases. This report recommends that the Board create greater parity between the two groups by approving a cap on health insurance premiums for active and retired non-represented employees and their dependents effective 1/1/14 as well as a 2% salary adjustment for the employees in that group who have not been given salary increases. This recommendation does not apply in either aspect to senior management.<sup>1</sup>

**BACKGROUND**

Health Insurance: Starting 1/1/12, the Law Library’s contribution on behalf of represented employees and their dependents has been limited to the premium charged by the highest CalPERS LA region group HMO plan in effect on 1/1/12 and one half of any increase to that plan. Non-represented employees have not been subject to the cap.

CalPERS recently announced the rates for the upcoming year (2014) and the premiums for many of the plans, including some of the PPO plans providing the greatest coverage and flexibility, will be significantly reduced (by up to 34.5%). A few of the plans however will see significant rate increases.

The Law Library’s open enrollment period begins soon and runs from 9/16/13 to 10/11/13, with any changes made to take effect as of January 1, 2014.

Salaries: As a category, non-represented employees have not received a cost of living salary increase for a number of years. In July 2011, some unrepresented employees received small adjustments but the average across the group was only .66%. In fiscal year 2013, some non-represented employees received performance or cost of living

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<sup>1</sup> If the Board would like to consider these issues for senior staff, I will obtain an uninterested party, such as the Law Library’s outside counsel, to present the matter to the Board at its next regular meeting in September.



adjustments but the average across the group was only .22%. No compensation increases are budgeted for non-represented staff for fiscal year 2014. During the same period, the MOU with represented staff establishes increases totaling 1.5% in fiscal year 2013 and 2% in fiscal year 2014 for the entire represented group.

#### **ANALYSIS**

##### **Health Insurance Employer Cap**

From a policy perspective, the cap makes sense and has been effective. As premiums for some plans offered by CalPERS have increased, the cap on the Law Library's obligation has given represented employees an economic incentive to be more rate-sensitive when choosing a health plan for their families.

The numbers bear this out: the average health insurance premium for represented employees<sup>1</sup> is \$539 per month (of which the Law Library pays \$456) and \$799 per month for non-represented employees (all of which is paid by the Law Library). Because they lack an incentive to factor the cost of coverage into their plan selection decisions, many non-represented staff have remained with higher cost plans as premiums have risen, allowing the Law Library to absorb all or most of the increase.

By imposing the same cap on non-represented employees as applies now to represented staff, the Law Library stands to save at least \$22,200 per year in health insurance costs. Savings will likely be greater as employees switch plans during the upcoming open enrollment to avoid increases in out-of-pocket costs.

Staff recommends the cap take effect on 1/1/2014. This timing accomplishes two important objectives. First, employees would have the option to change plans during the open enrollment period in response to the new policy. Second, because the rates for many excellent plans will decrease on January 1, anyone with a fixed income or a planned budget should have no difficulty maintaining or reducing their health coverage costs.

##### **Salary Adjustment**

Non-represented staff work as hard as represented staff and make the same important contribution to the Law Library's success. They deserve adequate reward. Moreover, equity would not be served by imposing the constraints applicable to represented employees without also providing some of the benefit.

The recommended amount of increase is 2%, effective 1/1/14. Annualized, this increase will be \$21,100 which is less than the minimum amount the Law Library expects to save as a result of the imposition of a cap on the Law Library's health insurance premium outlay for this group of employees.



**OPTIONS**

1. Approve a 2% salary increase and the same cap applicable to represented employees for non-represented employees (other than senior management);
2. Modify the recommendation by changing the mechanics of the cap, the amount of recommended salary increase, or in some other manner;
3. Continue the matter for future discussion or further analysis; or
4. Reject the recommendation and take no action.

**RECOMMENDATION**

Staff recommends that the Board approve Option 1, imposing a limit effective 1/1/14 on the amount the Law Library will contribute on behalf of active and retired non-represented employees and their dependents to no more than the premium charged by the highest CalPERS LA region group HMO plan in effect on 1/1/12 and one half of any increase to that plan. Staff also recommends that the Board approve an across-the-board salary increase of 2% for non-represented employees effective 1/1/14. These recommendations do not apply to senior management.



**MEMORANDUM**

**DATE:** August 27, 2013

**TO:** Board of Law Library Trustees

**FROM:** Sandra Levin, Executive Director  
Patrick O’Leary, Sr. Director Administrative Services  
Jaye Nelson, Sr. Director Information Services

**RE:** Discussion of Potential Solar Energy Facilities

**SUMMARY**

The Board is asked to discuss and provide direction regarding whether to pursue project design and formal bids for solar energy facilities on the roof of the Law Library.

**BACKGROUND AND CURRENT AGREEMENT**

The Library currently consumes \$106,000 of electricity annually, which is supplied by the Los Angeles Department of Power and Water. In early May staff began investigating options available to the Law Library for reducing long term utility costs. The Law Library building has a large amount of flat rooftop space with unobstructed east to west sunlight throughout the day which is desirable in solar energy applications. After participating in site walks, representatives from solar vendors Kahn Solar and PermaCity Solar confirmed the Law Library location would be appropriate for creating alternative energy.

Based on the amount of rooftop space available, enough solar panels could be placed to reduce, but not eliminate, the Library’s current consumption of electricity. By generating enough power during peak DWP rate periods, the opportunity to reduce electric costs could be substantial once the initial investment costs of the solar energy system are recouped.

Although solar vendors are happy to provide estimates, precise calculations are difficult because of the number of variables and assumptions (discussed below). Based on figures provided by both solar energy companies, internal calculations of our utility costs over the past year and assumptions and estimates about future usage and rates, it is estimated a period of approximately 10 years would be required before the utility costs savings would overtake the initial capital outlay.

The proposal would involve a significant construction project and require a formal request for proposals, public bidding and a bid award. In addition, some



roof work would be required prior to installation of solar equipment. Four levels of the roof were replaced as part of the building waterproofing project in 2011. However, no work was done on the north roof as it was still serviceable. The asphalt material on the north roof is expected to require replacement within the next five years due to age. Prior to installation of a solar panel system, the older roofing material on the north roof would need to be replaced. The financial analysis here does not include the roofing costs because the roof repair will be needed irrespective of the solar panel system installation.

### **Assumptions**

The vendors' estimates and the calculations in this report are based upon a number of assumptions. Key assumptions are:

*Incentives and Rebates:* The vendors' provided figures for anticipated grants and energy rebates available from the state or LADWP for installing solar power systems. Rebate and grant offerings tend to change frequently and the grants and rebates used by the vendors to calculate the expected return on investment will likely expire before formal project bids can be developed. As a result, actual grant and rebate dollars could be either higher or lower than used in this projection. The vendors indicate that some form of grants or rebates should be available for the foreseeable future, however.

*Electricity Rate Increases:* One vendor assumed annual electricity cost increases of 3% while the other used 6%. We looked at three electricity rate increase scenarios: 1.5% annual rate increase, 3% annual rate increase, and 5% annual rate increase. This assumption directly affects the bottom line because the more utility costs increase, the greater the value of the savings achieved by generating our own electricity. Therefore, as the attached charts illustrate, a higher electricity rate increase assumption generates a more favorable net present value (NPV) and a better internal rate of return (IRR).

*Cost per kilowatt (\$/KWh):* When determining the cost savings, the vendors assumed an average cost of \$ 0.141 per kilowatt hour (KWh) which is a weighted average of the Law Library's actual high peak and low peak cost per KWh. If the Law Library were to invest in solar energy, it would save primarily during the low peak and high peak periods, which run from 10 a.m. to 8 p.m. To the extent the Law Library's usage pattern changes or the tiered pricing structure changes, energy savings would vary as well.

*Cost of Funds/Discount Rate:* We used a discount rate of 4%. Although this is high compared to the Library's current .6% rate of return on its investments held at the Los Angeles County Treasurer's Pooled Surplus Fund (Pool) or the State Treasurer's Local Agency Investment Fund (LAIF), we assume that rates will rise

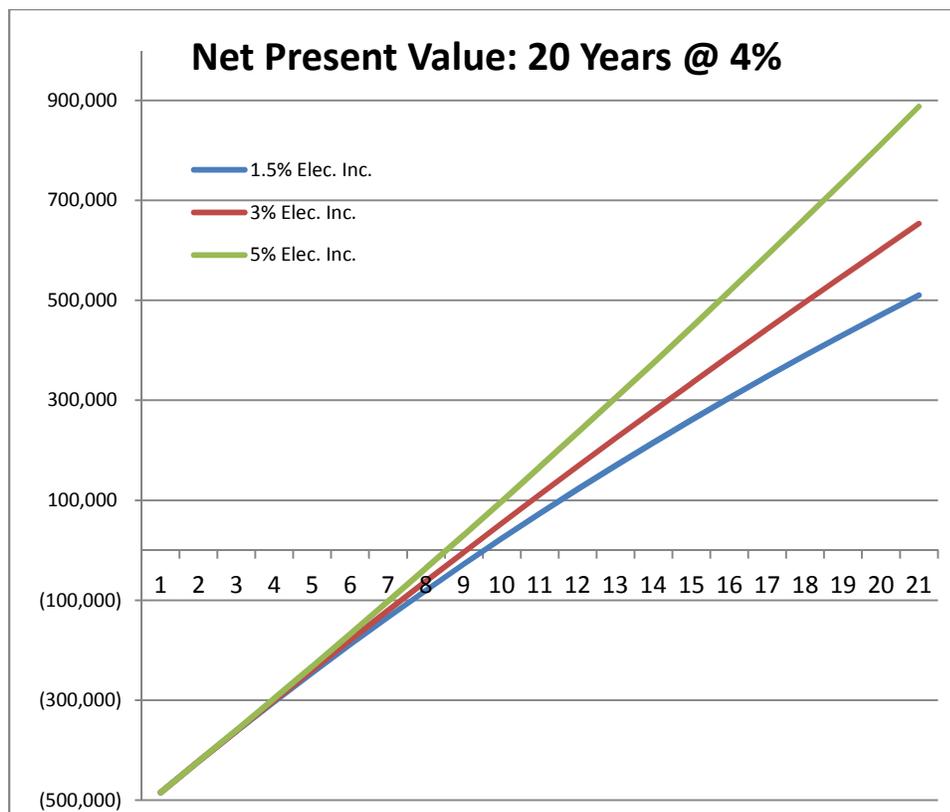


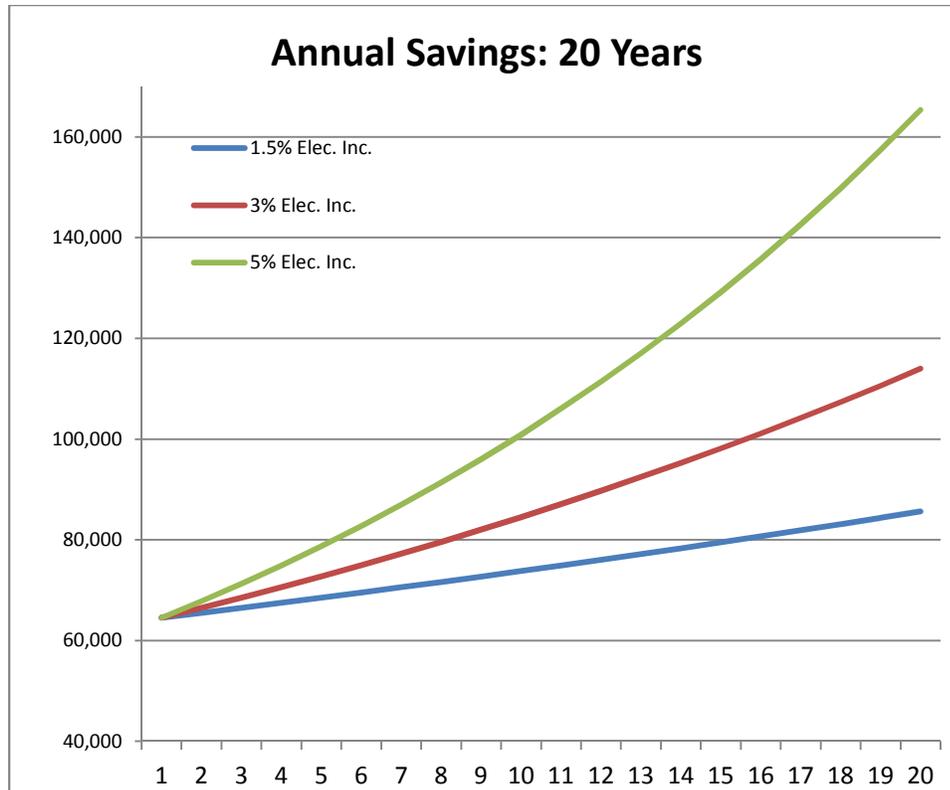
to traditionally normal levels over the 20-year term of the investment as the Federal Reserve phases out its extraordinary efforts to stimulate the economy.

**Analysis**

An investment in solar energy would generate a positive NPV after 7 years assuming a 5% annual electricity rate increase and a 4% annual discount rate. The 10-year IRR would be 9.9%. The NPV break even period would be longer and the 10-year IRR would be lower under the lower electricity rate increase assumptions.

A detailed breakdown of each of the scenarios (at annual rates of increase of 1.5%, 3% and 5% respectively) can be found in the attachments to this report. These scenarios include projected incentives and rebates and maintenance costs provided by the vendors and energy consumption figures based upon actual consumption.





In addition to the energy cost savings, solar investment returns probably would be more than the Law Library would realize from its investments in the Pool or LAIF over the same time period (although those rates are expected to increase over time).

Another benefit of converting the Law Library's liquid capital assets into a productive solar energy installation is that it would protect the Law Library's assets from possible appropriation by third parties.

Moreover, an investment in Solar energy would incrementally lower the Law Library's consumption of energy and reduce its carbon footprint. In other words, solar energy at the Law Library would be good for the global environment.

Developments that could reduce the attractiveness of the investment include:

- Technology improvements: Efficiency improvements in the technology that underpins the computers, lighting, HVAC, and other sources of the Law Library's energy consumption may decrease consumption and thus lower the savings and realized investment returns.
- Equipment Failure: Equipment failure necessitating maintenance outlays beyond those in the projections and investment analysis could reduce the expected IRR.



- Electricity Costs: Lower electricity costs or slower electricity cost increases than assumed will reduce the expected return.

**OPTIONS**

Option 1: Authorize staff to pursue installation of a solar energy facility by drafting specifications, preparing and issuing a Request for Proposals, analyzing the bids received and bringing a recommendation back to the Board;

Option 2: Request more information and continue the item to a future date; or

Option 3: Instruct staff not to pursue solar proposals at this time.

**RECOMMENDATION**

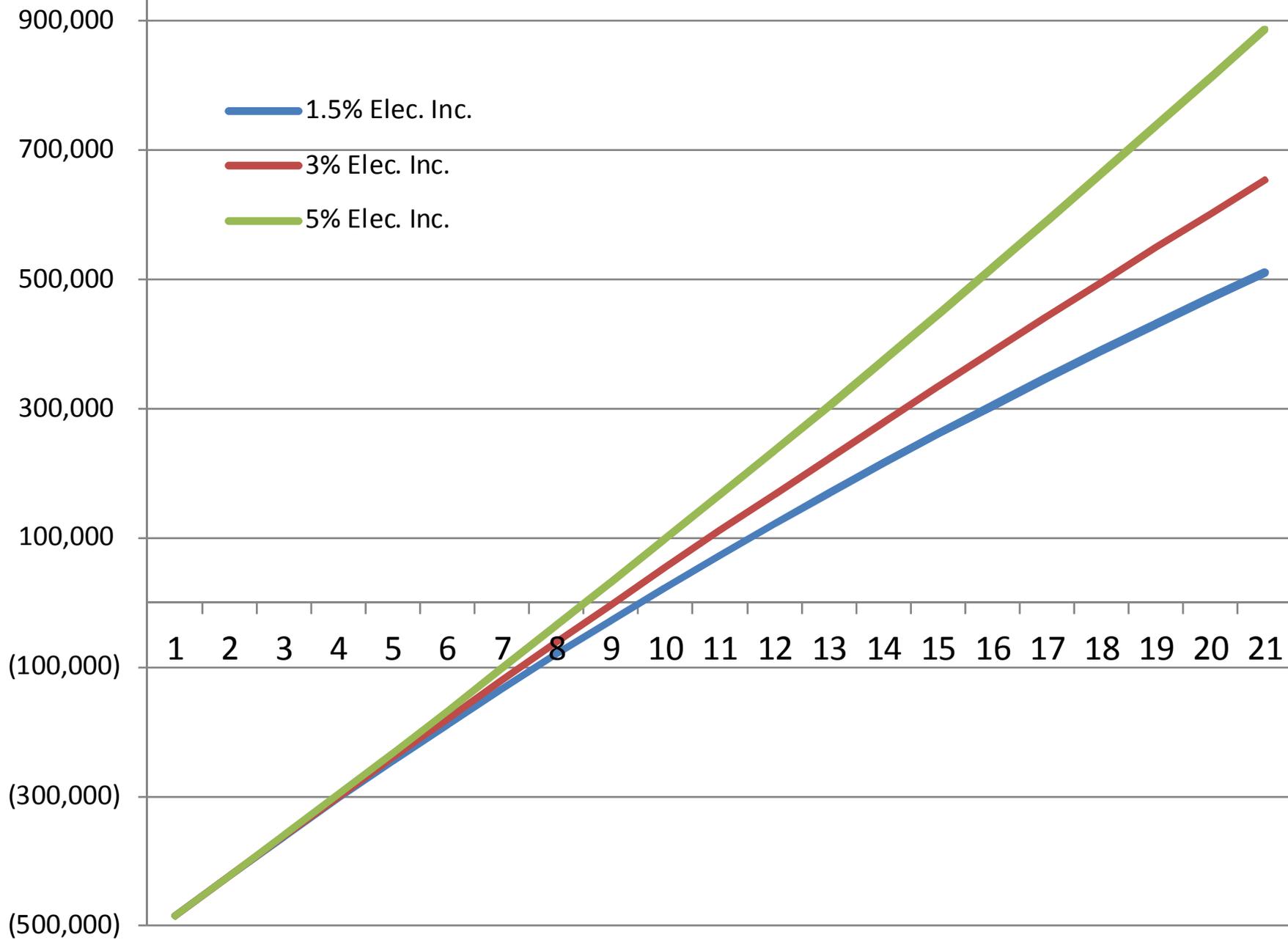
Discuss the issues and provide direction as to the level of interest in solar proposals and the parameters for investing capital dollars to reduce operating costs



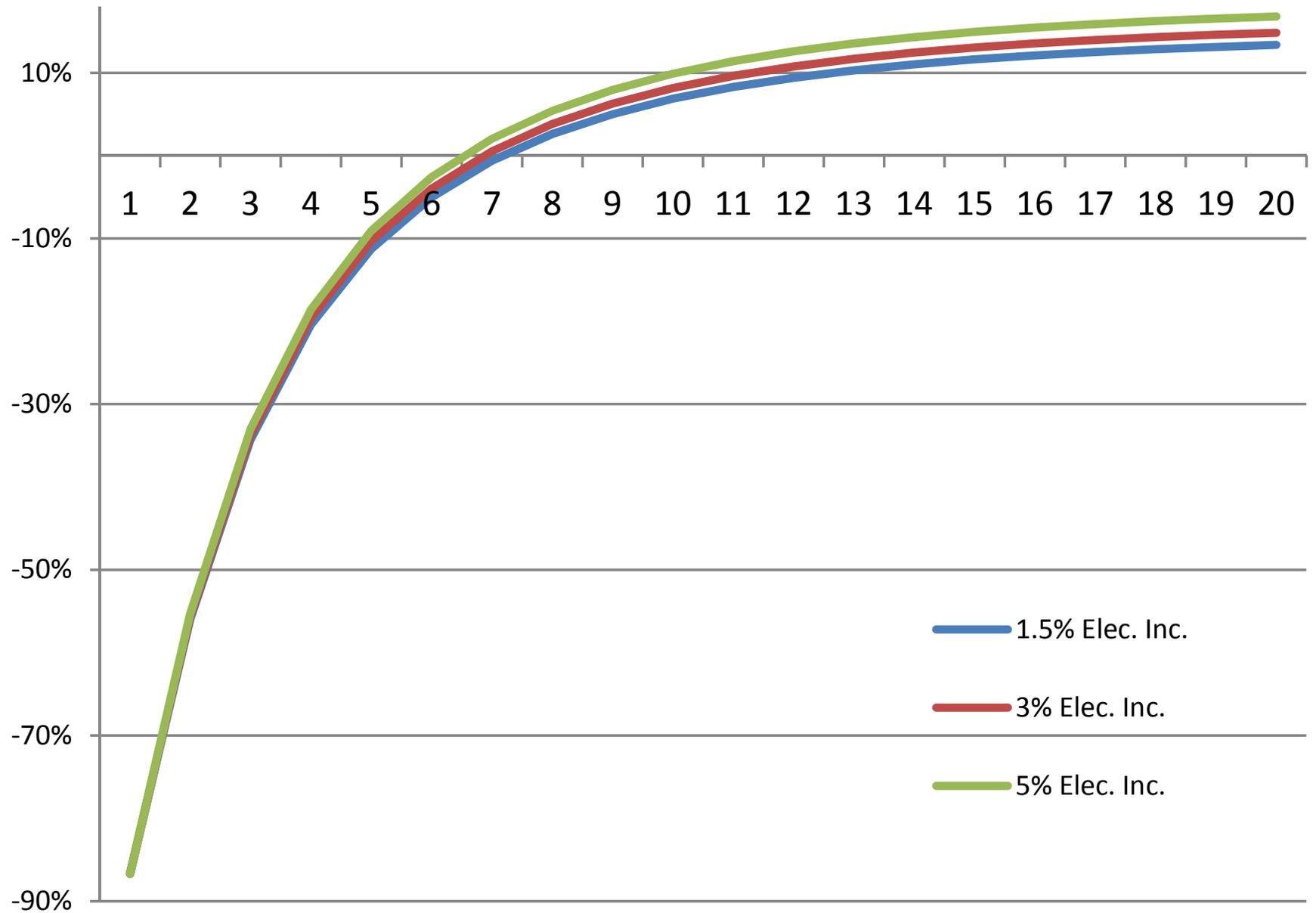
## Solar Project Investment Analysis

Yr	NPV @ 4%			IRR		
	1.5% Elec. Increase	3% Elec. Increase	5% Elec. Increase	1.5% Elec. Increase	3% Elec. Increase	5% Elec. Increase
-	(484,427)	(484,427)	(484,427)			
1	(422,380)	(422,380)	(422,380)	-86.7%	-86.7%	-86.7%
2	(361,824)	(360,902)	(359,674)	-56.0%	-55.7%	-55.3%
3	(302,723)	(299,990)	(296,305)	-34.3%	-33.7%	-33.0%
4	(245,044)	(239,639)	(232,269)	-20.4%	-19.6%	-18.6%
5	(188,751)	(179,843)	(167,559)	-11.3%	-10.3%	-9.1%
6	(133,811)	(120,599)	(102,171)	-5.0%	-4.0%	-2.6%
7	(80,191)	(61,900)	(36,099)	-0.6%	0.5%	2.0%
8	(27,861)	(3,744)	30,660	2.6%	3.8%	5.4%
9	23,211	53,876	98,114	5.0%	6.3%	8.0%
10	73,056	110,964	166,266	6.9%	8.2%	9.9%
11	121,702	167,524	235,124	8.3%	9.6%	11.4%
12	169,180	223,560	304,692	9.4%	10.8%	12.6%
13	215,516	279,078	374,977	10.3%	11.7%	13.5%
14	260,738	334,082	445,982	11.0%	12.4%	14.3%
15	304,872	388,577	517,716	11.6%	13.0%	14.9%
16	347,946	442,566	590,183	12.1%	13.5%	15.5%
17	389,985	496,054	663,389	12.5%	14.0%	15.9%
18	431,013	549,046	737,342	12.8%	14.3%	16.2%
19	471,054	601,545	812,046	13.1%	14.6%	16.5%
20	510,133	653,557	887,508	13.4%	14.8%	16.8%

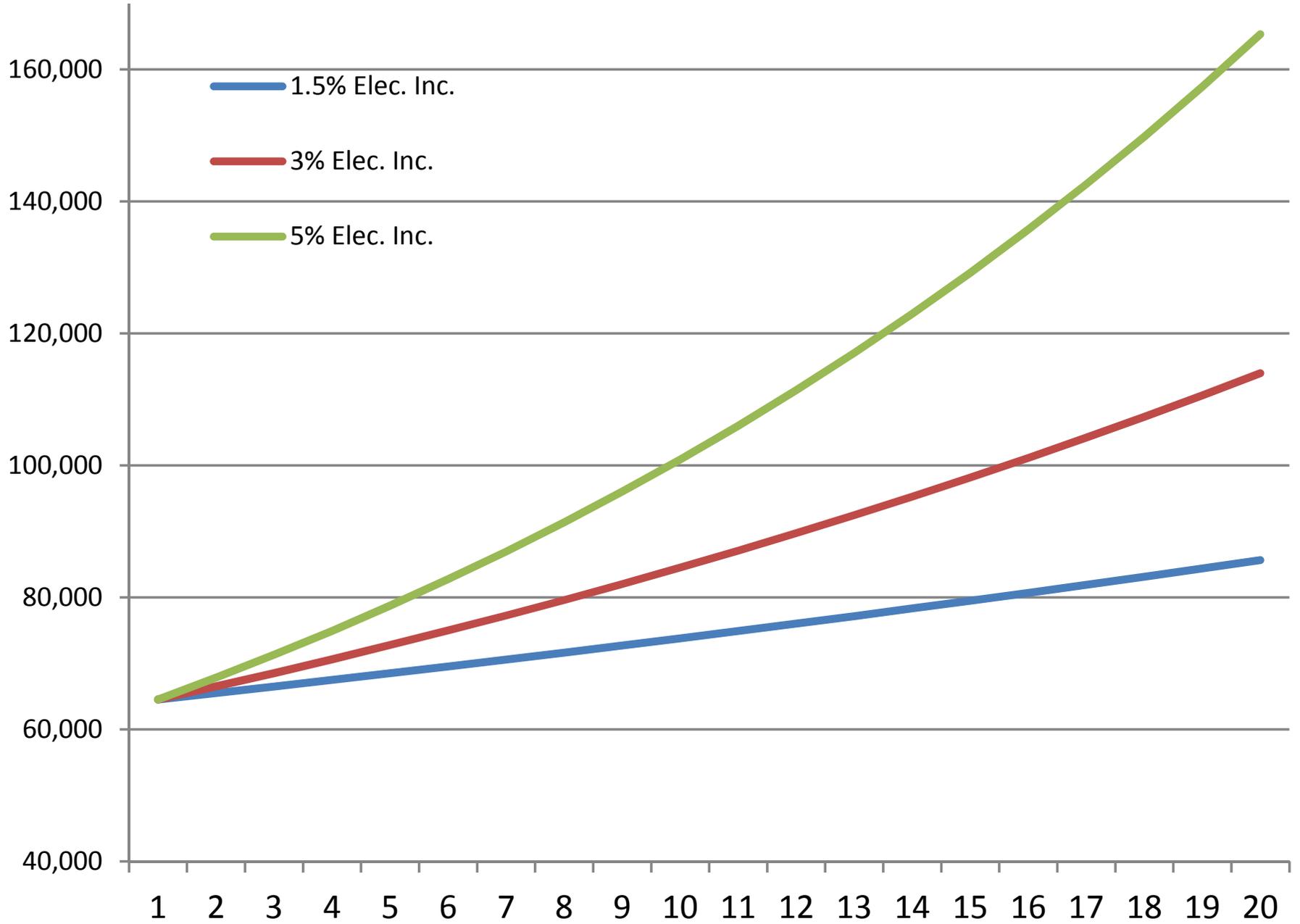
# Net Present Value: 20 Years @ 4%



# Internal Rate of Return: 20 Years



# Annual Savings: 20 Years



**LA Law Library  
LADWP Electricity Charges**

		<b>High Peak (1-5 pm M-F)</b>			<b>Low Peak (10 am-1 pm &amp; 5-8</b>			<b>Base (8 pm-10 am M-F)</b>			<b>Total</b>		
		KWh	Charge	Rate	KWh	Charge	Rate	KWh	Charge	Rate	KWh	Charge	Rate
Jul	2013	15,840	3,598	0.2272	21,600	2,804	0.1298	35,760	4,609	0.1289	73,200	11,012	0.1504
Aug	2013	14,560	3,343	0.2296	19,680	2,548	0.1295	33,840	4,454	0.1316	68,080	10,345	0.1519
Sep	2013	15,920	3,412	0.2143	21,760	2,809	0.1291	41,280	5,029	0.1218	78,960	11,250	0.1425
Oct	2013	15,040	2,477	0.1647	20,720	2,129	0.1027	33,280	4,524	0.1360	69,040	9,130	0.1322
Nov	2013	14,720	2,399	0.1630	19,120	1,901	0.0994	34,960	4,841	0.1385	68,800	9,141	0.1329
Dec	2013	11,600	1,988	0.1714	16,000	1,616	0.1010	31,280	4,181	0.1337	58,880	7,785	0.1322
Jan	2013	10,080	1,673	0.1660	13,920	1,411	0.1014	26,880	3,826	0.1423	50,880	6,910	0.1358
Feb	2013	12,400	2,157	0.1740	16,000	1,622	0.1014	30,640	4,141	0.1351	59,040	7,920	0.1341
Mar	2013	10,400	1,746	0.1679	13,600	1,379	0.1014	26,480	3,793	0.1433	50,480	6,918	0.1370
Apr	2013	11,600	2,063	0.1778	14,480	1,474	0.1018	23,440	3,550	0.1514	49,520	7,087	0.1431
May	2013	14,240	2,325	0.1633	18,000	1,833	0.1019	33,520	4,397	0.1312	65,760	8,556	0.1301
Jun	2013	14,080	3,404	0.2418	16,720	2,324	0.1390	29,520	3,962	0.1342	60,320	9,691	0.1607
<b>Total</b>		<b>160,480</b>	<b>30,586</b>	<b>0.1906</b>	<b>211,600</b>	<b>23,850</b>	<b>0.1127</b>	<b>380,880</b>	<b>51,307</b>	<b>0.1347</b>	<b>752,960</b>	<b>105,743</b>	<b>0.1404</b>

## Solar Project Investment Analysis

(1.5% Annual Electricity Cost Increase; 4% Discount Rate)

Yr	Utility Cost w/o Solar			Solar Output & Maint.		Utility Cost w/ Solar			Savings Calculation			NPV @ 4%	IRR	
	KWh Usage	\$/KWh	Annual Utility Payment	KWh Generated	Est. Annual Cost of PV	Remaining KWh Usage	\$/KWh	Ann. Utility Payment	Electric Savings (after costs)	Total Annual Savings	Cumulative Savings			
-											(484,427)	(484,427)	(484,427)	
1	749,114	0.1410	105,650	471,045	(1,904)	278,069	0.1410	39,217	64,529	64,529	(419,898)	(422,380)	-86.7%	
2	749,114	0.1431	107,235	469,161	(1,932)	279,953	0.1422	39,805	65,498	65,498	(354,400)	(361,824)	-56.0%	
3	749,114	0.1453	108,843	467,284	(1,961)	281,830	0.1434	40,402	66,480	66,480	(287,921)	(302,723)	-34.3%	
4	749,114	0.1475	110,476	465,415	(1,991)	283,699	0.1445	41,008	67,477	67,477	(220,444)	(245,044)	-20.4%	
5	749,114	0.1497	112,133	463,554	(2,020)	285,560	0.1458	41,623	68,490	68,490	(151,954)	(188,751)	-11.3%	
6	749,114	0.1519	113,815	461,699	(2,051)	287,415	0.1470	42,248	69,516	69,516	(82,438)	(133,811)	-5.0%	
7	749,114	0.1542	115,522	459,853	(2,081)	289,261	0.1482	42,882	70,560	70,560	(11,878)	(80,191)	-0.6%	
8	749,114	0.1565	117,255	458,013	(2,113)	291,101	0.1495	43,525	71,617	71,617	59,739	(27,861)	2.6%	
9	749,114	0.1589	119,014	456,181	(2,144)	292,933	0.1508	44,178	72,692	72,692	132,431	23,211	5.0%	
10	749,114	0.1613	120,799	454,356	(2,177)	294,758	0.1521	44,840	73,782	73,782	206,213	73,056	6.9%	
11	749,114	0.1637	122,611	452,539	(2,209)	296,575	0.1535	45,513	74,889	74,889	281,102	121,702	8.3%	
12	749,114	0.1661	124,450	450,729	(2,242)	298,385	0.1548	46,196	76,013	76,013	357,115	169,180	9.4%	
13	749,114	0.1686	126,317	448,926	(2,276)	300,188	0.1562	46,889	77,153	77,153	434,268	215,516	10.3%	
14	749,114	0.1712	128,212	447,130	(2,310)	301,984	0.1576	47,592	78,310	78,310	512,578	260,738	11.0%	
15	749,114	0.1737	130,135	445,342	(2,345)	303,772	0.1590	48,306	79,484	79,484	592,062	304,872	11.6%	
16	749,114	0.1763	132,087	443,560	(2,380)	305,554	0.1605	49,030	80,677	80,677	672,738	347,946	12.1%	
17	749,114	0.1790	134,068	441,786	(2,416)	307,328	0.1619	49,766	81,887	81,887	754,625	389,985	12.5%	
18	749,114	0.1817	136,079	440,019	(2,452)	309,095	0.1634	50,512	83,115	83,115	837,740	431,013	12.8%	
19	749,114	0.1844	138,121	438,259	(2,489)	310,855	0.1649	51,270	84,362	84,362	922,102	471,054	13.1%	
20	749,114	0.1871	140,192	436,506	(2,526)	312,608	0.1665	52,039	85,627	85,627	1,007,729	510,133	13.4%	
TTL	14,982,280	0.1631	2,443,015	9,071,357	(44,019)	5,910,923	0.1534	906,840	1,492,156	1,007,729				

## Solar Project Investment Analysis

(3% Annual Electricity Cost Increase; 4% Discount Rate)

Yr	Utility Cost w/o Solar			Solar Output & Maint.		Utility Cost w/ Solar			Savings Calculation			NPV @ 4%	IRR	
	KWh Usage	\$/KWh	Annual Utility Payment	KWh Generated	Est. Annual Cost of PV	Remaining KWh Usage	\$/KWh	Ann. Utility Payment	Electric Savings (after costs)	Total Annual Savings	Cumulative Savings			
-											(484,427)	(484,427)	(484,427)	
1	749,114	0.1410	105,650	471,045	(1,904)	278,069	0.1410	39,217	64,529	64,529	(419,898)	(422,380)	-86.7%	
2	749,114	0.1453	108,820	469,161	(1,932)	279,953	0.1443	40,393	66,494	66,494	(353,404)	(360,902)	-55.7%	
3	749,114	0.1496	112,084	467,284	(1,961)	281,830	0.1476	41,605	68,518	68,518	(284,886)	(299,990)	-33.7%	
4	749,114	0.1541	115,447	465,415	(1,991)	283,699	0.1511	42,853	70,602	70,602	(214,284)	(239,639)	-19.6%	
5	749,114	0.1587	118,910	463,554	(2,020)	285,560	0.1546	44,139	72,751	72,751	(141,533)	(179,843)	-10.3%	
6	749,114	0.1635	122,477	461,699	(2,051)	287,415	0.1582	45,463	74,963	74,963	(66,570)	(120,599)	-4.0%	
7	749,114	0.1684	126,152	459,853	(2,081)	289,261	0.1619	46,827	77,243	77,243	10,673	(61,900)	0.5%	
8	749,114	0.1735	129,936	458,013	(2,113)	291,101	0.1657	48,232	79,591	79,591	90,265	(3,744)	3.8%	
9	749,114	0.1787	133,834	456,181	(2,144)	292,933	0.1696	49,679	82,011	82,011	172,276	53,876	6.3%	
10	749,114	0.1840	137,849	454,356	(2,177)	294,758	0.1736	51,169	84,503	84,503	256,779	110,964	8.2%	
11	749,114	0.1895	141,985	452,539	(2,209)	296,575	0.1777	52,704	87,071	87,071	343,851	167,524	9.6%	
12	749,114	0.1952	146,244	450,729	(2,242)	298,385	0.1819	54,285	89,717	89,717	433,567	223,560	10.8%	
13	749,114	0.2011	150,632	448,926	(2,276)	300,188	0.1863	55,914	92,442	92,442	526,009	279,078	11.7%	
14	749,114	0.2071	155,151	447,130	(2,310)	301,984	0.1907	57,591	95,249	95,249	621,258	334,082	12.4%	
15	749,114	0.2133	159,805	445,342	(2,345)	303,772	0.1953	59,319	98,141	98,141	719,399	388,577	13.0%	
16	749,114	0.2197	164,599	443,560	(2,380)	305,554	0.2000	61,099	101,120	101,120	820,519	442,566	13.5%	
17	749,114	0.2263	169,537	441,786	(2,416)	307,328	0.2048	62,932	104,189	104,189	924,709	496,054	14.0%	
18	749,114	0.2331	174,623	440,019	(2,452)	309,095	0.2097	64,820	107,352	107,352	1,032,061	549,046	14.3%	
19	749,114	0.2401	179,862	438,259	(2,489)	310,855	0.2148	66,764	110,609	110,609	1,142,669	601,545	14.6%	
20	749,114	0.2473	185,258	436,506	(2,526)	312,608	0.2200	68,767	113,965	113,965	1,256,634	653,557	14.8%	
TTL	14,982,280	0.1895	2,838,855	9,071,357	(44,019)	5,910,923	0.1783	1,053,775	1,741,061	1,256,634				

## Solar Project Investment Analysis

(5% Annual Electricity Cost Increase; 4% Discount Rate)

Yr	Utility Cost w/o Solar			Solar Output & Maintenance		Utility Cost w/ Solar			Savings Calculation			NPV @ 4%	IRR	
	KWh Usage	\$/KWh	Annual Utility Payment	KWh Generated	Est. Annual Cost of PV	Remaining KWh Usage	\$/KWh	Ann. Utility Payment	Electric Savings (after costs)	Total Annual Savings	Cumulative Savings			
-											(484,427)	(484,427)	(484,427)	
1	749,114	0.1410	105,650	471,045	(1,904)	278,069	0.1410	39,217	64,529	64,529	(419,898)	(422,380)	-86.7%	
2	749,114	0.1481	110,933	469,161	(1,932)	279,953	0.1471	41,178	67,823	67,823	(352,075)	(359,674)	-55.3%	
3	749,114	0.1555	116,479	467,284	(1,961)	281,830	0.1534	43,237	71,281	71,281	(280,794)	(296,305)	-33.0%	
4	749,114	0.1633	122,303	465,415	(1,991)	283,699	0.1600	45,399	74,914	74,914	(205,880)	(232,269)	-18.6%	
5	749,114	0.1714	128,418	463,554	(2,020)	285,560	0.1669	47,668	78,730	78,730	(127,151)	(167,559)	-9.1%	
6	749,114	0.1800	134,839	461,699	(2,051)	287,415	0.1741	50,052	82,736	82,736	(44,414)	(102,171)	-2.6%	
7	749,114	0.1890	141,581	459,853	(2,081)	289,261	0.1817	52,555	86,946	86,946	42,531	(36,099)	2.0%	
8	749,114	0.1984	148,660	458,013	(2,113)	291,101	0.1896	55,182	91,365	91,365	133,896	30,660	5.4%	
9	749,114	0.2084	156,093	456,181	(2,144)	292,933	0.1978	57,941	96,008	96,008	229,904	98,114	8.0%	
10	749,114	0.2188	163,898	454,356	(2,177)	294,758	0.2064	60,838	100,882	100,882	330,786	166,266	9.9%	
11	749,114	0.2297	172,093	452,539	(2,209)	296,575	0.2154	63,880	106,003	106,003	436,790	235,124	11.4%	
12	749,114	0.2412	180,697	450,729	(2,242)	298,385	0.2248	67,074	111,381	111,381	548,171	304,692	12.6%	
13	749,114	0.2533	189,732	448,926	(2,276)	300,188	0.2346	70,428	117,028	117,028	665,199	374,977	13.5%	
14	749,114	0.2659	199,219	447,130	(2,310)	301,984	0.2449	73,949	122,959	122,959	788,158	445,982	14.3%	
15	749,114	0.2792	209,180	445,342	(2,345)	303,772	0.2556	77,647	129,188	129,188	917,346	517,716	14.9%	
16	749,114	0.2932	219,639	443,560	(2,380)	305,554	0.2668	81,529	135,729	135,729	1,053,076	590,183	15.5%	
17	749,114	0.3079	230,621	441,786	(2,416)	307,328	0.2785	85,606	142,599	142,599	1,195,675	663,389	15.9%	
18	749,114	0.3233	242,152	440,019	(2,452)	309,095	0.2908	89,886	149,814	149,814	1,345,488	737,342	16.2%	
19	749,114	0.3394	254,259	438,259	(2,489)	310,855	0.3036	94,380	157,390	157,390	1,502,878	812,046	16.5%	
20	749,114	0.3564	266,972	436,506	(2,526)	312,608	0.3170	99,099	165,347	165,347	1,668,225	887,508	16.8%	
TTL	14,982,280	0.2332	3,493,418	9,071,357	(44,019)	5,910,923	0.2194	1,296,747	2,152,652	1,668,225				