

**AGREEMENT BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
BLACKWOOD BOOKS LLC  
FOR THE  
MANAGEMENT AND OPERATION  
OF THE  
LIBRARY'S ANGEL CITY PRESS AT LOS ANGELES PUBLIC LIBRARY  
("ACP AT LAPL") PUBLISHING OPERATION**

**This Agreement** is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through its Board of Library Commissioners (hereinafter "Board" or "Library"), and Blackwood Books LLC, (hereinafter "Contractor"). The Library and the Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, on December 14, 2023, the Board approved an agreement for Angel City Press, a California S-Corporation, to gift the Library a publishing operation focused on publications related to the art, history, and culture of Southern California, particularly of Los Angeles;

**WHEREAS**, the gift of the Angel City Press publishing operation will allow the Library to further its mission to provide free and easy access to information, ideas, books, and technology that enrich, educate, and empower every individual in our City's diverse communities by providing books from the Angel City Press catalog and by publishing books that enrich and educate individuals on the art, history, and culture of Southern California;

**WHEREAS**, the Library now seeks an agreement for professional services to manage and operate its publishing operation, which is named Angel City Press at Los Angeles Public Library ("ACP at LAPL");

**WHEREAS**, having served as an independent contractor of Angel City Press as its Executive Editor since August 2018, the Contractor has the skills and experience necessary to ensure the continued success of the ACP at LAPL publishing operation;

**WHEREAS**, on December 14, 2023, the Board found, in accordance with Charter Sections 371(e)(2), 371(e)10 and 1022 and Los Angeles Administrative Code Sections 10.15(a)(2) and 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous; that it is more economical and feasible to have this work performed by an independent contractor than by City employees; that the use of immediate competitive bidding would be undesirable and impractical due to the nature of the professional and special services required; and that the Library requires the immediate services of an experienced and knowledgeable person until the Library develops and completes a successful competitive bid process;

**WHEREAS**, funds are available to compensate the Contractor for services in accordance with the Agreement.

**NOW, THEREFORE**, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

**1.0 DOCUMENTS**

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- 1.1 The Agreement.
- 1.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached and incorporated by reference as Exhibit A.
- 1.3 List of Fees and Rates, which is attached and incorporated by reference as Exhibit B.
- 1.4 City of Los Angeles Controller Manual Travel Policy, which is attached and incorporated by reference as Exhibit C.

**2.0 ORDER OF PRECEDENCE**

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms or conditions of this Agreement. Any conflicting provisions in the documents constituting this Agreement shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 Fees and Rates (Exhibit B).
- 2.4 City of Los Angeles Controller Travel Policy (Exhibit C).

**3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

**4.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three years.

This Agreement, once executed, will go into effect at the time of the transfer of the gifted assets to the City (the "Gift Transfer"). In the event that the Gift Transfer is abandoned, this Agreement shall be null and void and shall not become effective.

## **5.0 SCOPE OF WORK**

The Contractor shall manage and operate the Library's ACP at LAPL publishing operation in a manner to ensure its continued success.

### **5.1 Submission, Review, Development, and Production of Books and Coordination with Authors**

- a. Review proposals submitted to ACP at LAPL and determine which are viable projects. Send letters rejecting non-viable proposals.
- b. Negotiate and prepare contracts with authors on behalf of the Library.
- c. Find authors for proposed projects as needed.
- d. Work with contracted authors to refine their ideas and develop their manuscripts. Provide editorial development as needed. Act as the point of contact for contracted authors on behalf of the Library.
- e. Work with contracted authors to ensure their materials are submitted on time for publication.
- f. Work with Library staff to determine where ACP at LAPL can develop books from the Library's holdings and areas in which ACP at LAPL can develop books from Library source materials (e.g., newspapers, artwork, photographs, etc.).
- g. Develop and manage the schedule of publications and manage the stream of new books that will be published by ACP at LAPL.
- h. Hire and manage the work of subcontractors to ensure books are produced according to the pre-approved schedule. Subcontractors may include editors, proofreaders, book designers, indexers, printers, manufacturers, event coordinators, marketing support, and other support services as needed.
- i. Ensure that ACP at LAPL books have ISBN and copyright registrations.
- j. Manage the printing and manufacturing process, including by soliciting quotes, submitting files to the printer, reviewing the printer's proofs, and managing and scheduling delivery of the books to the distributor's warehouse and any Library storage facilities as needed.

- k. Oversee the team working on public relations, social media, and marketing campaigns for each book. Provide content for the ACP at LAPL website and social media. Manage subcontractors and work with marketing and LAPL PR staff to plan a launch for each book.
  - l. Meet regularly with Library staff to review the production schedule, establish goals and priorities, plan marketing campaigns and book launches, and review and approve ACP at LAPL expenses.
- 5.2 Present ACP at LAPL titles to sales representatives. Participate in sales meetings and attend book conventions to promote ACP at LAPL titles. Meet regularly with distribution partners.
- 5.3 Represent and promote ACP at LAPL at book-related events, such as the Los Angeles Times Festival of Books and LitLit.
- 5.4 Manage the ACP at LAPL publishing list, including tracking author communications, maintaining book schedules, ordering reprints as needed, and managing expenses for the publishing list.

## **6.0 LIBRARY RESPONSIBILITIES**

- 6.1 Provide office and meeting space for ACP at LAPL as needed. Provide a phone number and a mailing address for ACP at LAPL.
- 6.2 Provide storage space for ACP at LAPL titles as needed.
- 6.3 Provide PR and marketing services as needed.
- 6.4 Maintain the ACP at LAPL website.
- 6.5 Provide event support as needed.
- 6.6 Manage and report on the funds associated with ACP at LAPL.
- 6.7 Provide oversight of the ACP at LAPL activities.
- 6.8 Meet regularly with Blackwood Books LLC to review the production schedule, establish goals and priorities, plan marketing campaigns and book launches, and review and approve ACP at LAPL expenses.
- 6.9 Sign author agreements prepared by Blackwood Books LLC.
- 6.10 The Library is not obligated to provide the Contractor with any specific amount of space or materials.

- 6.11 This Agreement shall not create any form of landlord-tenant relationship or lease between the Parties.

## **7.0 PAYMENT**

The Contractor shall be compensated in accordance with the fees and rates set forth in Exhibit B. The total Agreement amount shall not exceed \$700,000 per fiscal year (July 1-June 30). No minimum amount of work or compensation is guaranteed.

The Contractor shall not incur any costs (e.g., for labor, equipment, materials, mileage, or other expenses), and the Library shall not be liable for costs or reimbursement of costs incurred by the Contractor, without the prior written approval of the City Librarian or designee.

Upon execution of this Agreement, the Contractor may submit a request to the Library for up to \$120,000 in advance payment and/or for services already rendered, which shall be due and payable by the Library within 15 days of receipt of the request. Once the advance payment has been provided to the Contractor by the Library, no further payments will be disbursed until: 1) the advance payment has been expended or encumbered; and, 2) the advance payment has been accounted for with invoices and documentation, as specified in Section 9.0 ("Billing and Invoices") below.

## **8.0 BILLING AND INVOICES**

- 8.1 The Contractor shall submit itemized invoices to the Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.
- 8.2 To ensure that services provided are measured against the services detailed in this Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. The Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
- a. Name and address of the Contractor
  - b. Name and address of the City Department being billed (Library Department)
  - c. Date of invoice and period covered
  - d. Agreement Number or Authority Number
  - e. Description of completed task and amount due for task
  - f. Remittance address

- 8.3 All invoices shall be submitted on the Contractor's letterhead and contain the Contractor's official logo, or other unique and identifying information, such as the name and address of the Contractor. Invoices shall be submitted to the Library by the Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 10.0 ("Contract Representatives") of this Agreement. If an invoice is insufficient or unsatisfactory, the Library's Representative shall inform the Contractor of any defect within 10 business days of receipt of the invoice from the Contractor, and the Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.
- 8.4 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The Library will not compensate the Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 10.0 ("Contract Representatives") of this Agreement, or via hard copy to:

Los Angeles Public Library  
Attention: Business Office / Accounting (M/S 300)  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

- 8.5 Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

## **9.0 CONTRACT REPRESENTATIVES**

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and the Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

### **CONTRACTOR'S REPRESENTATIVE**

Name: Theresa Accomazzo  
Title: Manager and Sole Member

Address: 1209 Cottage Grove Avenue  
Los Angeles, CA 91205  
Telephone: (760) 953-6594  
Email: t.accomazzo@gmail.com

#### LIBRARY'S REPRESENTATIVE

Name: Susan Broman  
Title: Assistant City Librarian  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-7562  
Email: [sbroman@lapl.org](mailto:sbroman@lapl.org)

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five business days of such change.

#### **10.0 INDEPENDENT CONTRACTOR**

The Contractor's relationship to the Library in the performance of this Agreement is that of an independent contractor and not as an agent or employee of the City. Therefore, neither the Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. The Contractor's personnel performing services under this Agreement shall at all times be under the Contractor's exclusive direction and control and shall be employees or subcontractors of the Contractor and not of the City. Further, the Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

#### **11.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by the City, the Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than 48 months following final payment made by the City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized the City personnel or by the City's representative at any time during the term of this

Agreement or within the 48 months following the final payment made by the City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. The Contractor shall provide any reports requested by the City regarding performance of the Agreement.

**12.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, the Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

**13.0 CONFIDENTIALITY**

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to the Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, the City's Confidential Information shall be considered and kept as the private and privileged records of the City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of the City or as required by law.

**14.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

The Contractor shall refer all inquiries from the news media relating to this Agreement or the Contractor's services hereunder to the Library, and shall immediately contact the Library to inform the Library of the inquiry. The Contractor shall comply with the procedures of the City's Public Affairs staff regarding any communication with the news media relating to this Agreement or the Contractor's services hereunder.

**15.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 13.0 ("Confidentiality") and 14.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement.

**16.0 CONTINUED REQUIREMENTS**

The requirements of Sections 13.0 ("Confidentiality"), 14.0 ("Contractor's Interaction with the Media"), and 15.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.



**17.0 NON-EXCLUSIVE AGREEMENT**

Nothing in this Agreement shall be construed to mean that the Contractor providing services to the Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Agreement, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by the Contractor under this Agreement.

**18.0 BORDER WALL BID DISCLOSURE**

The Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." The Library may terminate this Agreement at any time if the Library determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.rampla.org](http://www.rampla.org).

**19.0 ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

*(SIGNATURE PAGE TO FOLLOW)*

CONTRACT/AGREEMENT NO. \_

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By \_\_\_\_\_  
VALERIE SHAW  
President  
Board of Library Commissioners

By \_\_\_\_\_  
THERESA ACCOMAZZO  
Manager and Sole Member  
Blackwood Books LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

HYDEE FELDSTEIN SOTO, City Attorney

By \_\_\_\_\_  
JOSHUA M. TEMPLET  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Secretary to the Board

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

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

**LIST OF FEES AND RATES  
FOR  
BLACKWOOD BOOKS LLC  
FOR THE  
MANAGEMENT AND OPERATION  
OF THE  
LIBRARY'S ACP AT LAPL PUBLISHING OPERATION**

**EXHIBIT B**

The following fees and rates apply to the Scope of Work included in Section 6.0 of the Agreement. The rates are based on producing up to a maximum of eight new books and four reprints per year. The rates shown are for the first year of the agreement and shall increase at a rate of three percent per year.

<b>Service / Description</b>	<b>Rate</b>
<b><u>Contractor Rates:</u></b>	
Publishing Director, Blackwood Books LLC (up to a maximum of 2,080 hours per year)	\$95/hour
Travel for conferences and distributor sales meetings (total for the year) – <i>all travel must comply with the City of Los Angeles Controller's Travel Policies (Contract Exhibit C)</i>	\$3,500
<b><u>Sub-Contractor or Other Rates:</u></b> These rates are inclusive of all rates and fees for each task, including any time that the Contractor may spend on them, up to the amount listed below.	
Proofreading	\$2,200/book
Design	\$11,000/book
Indexing	\$1,100/book
Editing and/or sensitivity reading	\$1,100/book
Cover image	\$1,100/book
Bar codes	\$10/book
Printing	\$50,000/book
Copyright filing fee	\$125/book
PR/Local event marketing support (not to exceed 2,080 hours per year)	\$35/hour
Book launch events, space rental and catering (up to 8 events per year)	\$1,100/event

## 1.8 TRAVEL

### 1.8.1 Overview and General Guidelines

City employees and elected officials may be required to travel on official City business in the performance of their duties and responsibilities. The City Travel Policy provides guidelines in conformity with the Los Angeles Administrative Code (LAAC) Division 4, Chapter 5, Article 4 and the Internal Revenue Service (IRS) “Accountable Plan” criteria for allowable travel expenses.

The City Travel Policy provides guidelines for City employees traveling on official City business. Individual departments may, at their discretion, develop their own travel policies and impose greater restrictions and/or controls beyond what is required by the City Travel Policy. Departments should provide the Controller’s Office with a copy of their internal travel policies. Departments and travelers should be mindful that documents related to City travel expenditures are public records and may be subject to disclosure under the California Public Records Act.

General guidelines:

- City employees or elected officials will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.
- Before a City employee or elected official incurs travel expenses, due consideration must be given to such factors as suitability, convenience, and the nature of the business involved. Travelers should book their travel arrangements sufficiently in advance to minimize the cost of travel.
- Per LAAC 4.242.2(f), travel expenses are those incurred outside the geographic boundaries of Los Angeles County for official City business. In line with best practices of other governmental entities, the City follows the “50-mile” rule and will reimburse travel expenses if the travel destination is farther than 50 miles from both the individual’s primary residence and headquarters.
- Travelers should use the most economical method of transportation. Departments should consider the cost of time employees will be away from headquarters before approving a method of transportation.
- Deviations from the City Travel Policy are generally not reimbursable. Per LAAC 4.242.3(j), travelers should be prepared to absorb the cost of unapproved expenses as a personal expenditure.

The City Travel Policy also applies to non-City employees whose travel expenses are paid by the City, such as individuals from non-profit organizations or other jurisdictions

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requested by the City to sit on interview or selection panels. For travel by City contractors, the City Travel Policy only applies in the absence of specific provisions in the contract regarding travel.

### **1.8.2 Terms and Definitions**

**Authorized Approvers:** Generally, the Department Head, or other approvers designated by the Department Head, with the responsibility of reviewing and approving travel authorities and expenditures and ensuring compliance with the City Travel Policy.

**Headquarters:** This is where employees spend the largest part of their regular working time, or where the employee returns upon completion of a special assignment, or a specifically assigned geographic area regularly traveled.

**Official City Business:** Activities of an employee or elected official that demonstrates:

- A valid City interest to be served or gained thereby; or
- Relevance to the City operations or the individual's role in such operations; or
- The promotion or development of City programs, methods, or administration; or,
- Compliance with instructions or authorization from the Mayor or the Council.

**Per Diem Expenses:** Lodging, meals, and incidental expenses while traveling on official City business.

**Primary Residence:** This is the dwelling where the employee lives, which bears the most logical relationship to the employee's headquarters, regardless of other legal or mailing addresses. If an employee maintains more than one dwelling, the Department will designate the employee's primary/permanent residence.

**Other Travel Expenses:** These are costs, other than per diem and transportation that are necessary for the conduct of official City business. Examples include registration, seminar, or meeting fees, telephone calls, parking fees, and supplies.

**Transportation Expenses:** Costs to transport the employee for official City business.

**Travel:** Official City business that requires the traveler to be away from the general area of the individual's primary residence substantially longer than an ordinary day's work, and which requires the traveler to sleep or rest to meet the demands of work while away from the individual's primary residence.

**Travel Days:** Days spent en route between the primary residence/headquarter and a destination city (i.e., the first and last day of a trip).

**Travel Expenses:** Per diem, transportation, and other travel expenses incurred while traveling on official City business.

### **1.8.3 Controller Responsibilities**

In accordance with Charter Section 262, the Controller has delegated the pre-review and approval of travel authorities and expenditures to Council-controlled Departments. The Controller will conduct periodic reviews of Departmental compliance with the City Travel Policy, as well as post-review of travel transactions. The Controller may suspend delegated travel approval authority until review findings are corrected.

The proprietary departments, the Los Angeles Fire and Police Pension (LAFPP), and the Los Angeles City Employees Retirement System (LACERS) are governed by their respective boards. The Controller review will be in accordance with the respective board-adopted travel policies.

### **1.8.4 Department Responsibilities**

Departments are responsible for establishing a system of internal controls to ensure that its travel expenses are reasonable, economical, justified, a prudent use of public funds, and in compliance with the City Travel Policy. Department Heads may designate other Authorized Approvers for travel. For the purpose of this policy, Department Head generally means the general manager, board, body, or elected or appointed officer having control and management of the department.

Department Heads shall designate a Department Travel Coordinator who will:

- Serve as the primary contact for travel coordination and processing;
- Ensure travelers have read and understood the City Travel Policy;
- Review travel authority and expense documents for compliance with City policies;
- Identify exceptions to the City Travel Policy and obtain Department Head approval of written justification and supporting documentation for the exceptions;
- Ensure that unallowable and/or unapproved expenses are not paid;
- Track credits from canceled airline reservations;

- Monitor travel advances, and ensure that outstanding advances are collected and adjusted in a timely manner; and,
- Respond to Controller travel-related questions

### **1.8.5 Documenting and Approving Travel Plans (Travel Authorities)**

A completed travel authority documenting the travel plan and estimated costs must be approved by the Department Head ten (10) business days prior to the commencement of travel. Supporting documentation as to the necessity and importance of the travel must be included with the travel authority. Travel arrangements should not be made until the travel authority has been approved.

Travel blanket authorities may be established when Departments have large groups of employees that travel throughout the year to perform functions or attend activities for the same purpose. Departments must include written justification explaining the recurring and same purpose nature of the requested trips. Departments may encumber the total estimated dollar amount needed to cover these trips for the entire fiscal year.

### **1.8.6 Other Required Approvals and Notifications**

#### **A. Travel for Department Heads and Commissioners**

Department Heads and Commissioners must not review and approve travel authorities and travel expenses related to their own travel. Per the Mayor's 2014 Executive Directive No. 4 (2014 ED-4), travel authority documents for all Department Heads and Commissioners, including proprietary departments, must be approved by the Mayor's Office. Personal expense statements (PES) of Department Heads and Commissioners that have exceptions to the City Travel Policy also require approval by the Mayor's Office. The Department Heads and Commissioners for LAFPP and LACERS are exempt from these Executive Directive's requirements. Travel authorities and PES documents for Department Heads and Commissioners that do not require approval from the Mayor's Office must be reviewed and approved by an Authorized Approver other than the Department Head or Commissioners that are traveling.

## **B. Travel to Sacramento or Washington D.C.**

Per LAAC 4.242.9, all non-elected City officials and all other City employees must notify the Mayor, the Chair of the Committee that oversees the Intergovernmental Relations function, and the Chief Legislative Analyst *prior to traveling on official City business* to Sacramento or Washington, D.C. Employees of the City Council or Office of the Mayor are exempt from this requirement.

## **C. Travel Related to Advocacy and Intergovernmental Relations**

Per 2014 ED-4, travel to Sacramento and Washington, D.C. by City employees and non-elected officials for the purposes of advocacy on behalf of the City requires approval from the Mayor's Office. Mayoral approval is also required for any travel by any City employee outside of the State of California for the purpose of conducting official City business with any other government entity, commission, agency or department. Elected officials and their staff are exempt from this requirement.

## **D. Foreign Travel involving more than one City Commissioner**

Per LAAC 4.242.9, advance Council approval must be obtained for foreign travel (except to Canada or Mexico) involving more than one City commissioner. A request for such foreign travel must be filed with the City Clerk for placement on the next available Council agenda.

### **1.8.7 Transportation Expenses**

#### **A. Transportation Selection Criteria**

Travelers are expected to select the least costly method of transportation after considering total travel expenses and employee time away from headquarters. Travelers may use a more costly form of transportation, but will be reimbursed at the less costly rate. In such cases, the Traveler should prepare and document a cost-comparison to determine the less costly rate. Travelers should consider and document their justification for choice of transportation based on the following criteria:

1. The cost of personnel hours lost in travel.
  2. Total travel costs (airline, rental vehicle, ground transportation, private or department vehicle, etc.).
  3. Added per diem costs
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## **B. Airline Travel**

Airline travel expenses are reimbursable at the lowest regular fare available (coach or economy class) for regularly scheduled airlines for the date and time selected.

Travelers should do the following to avoid paying higher airfares:

- Use the City's authorized business travel service provider to make airline travel arrangements. If booking a flight using a personal credit card, the traveler must provide sufficient proof that selected airfare is at least equal to or lower than airfare available from City's authorized business travel service.
- Make airline reservations in advance to minimize the cost of travel
- Purchase non-refundable tickets, unless the risk of changes in travel plans outweigh the benefit of booking a non-refundable ticket
- Select an arrival/departure airport that is closest to the destination, unless flights are not available or airfare is more expensive than the additional ground transportation costs to reach the destination

Departments shall not reimburse its travelers for using of frequent flier points or other promotional benefits for official City business. Frequent flier points or any other promotional benefits earned by the traveler from official City business travel are the property of the employee. Although travelers may use frequent traveler benefits earned on official or personal travel for a subsequent City travel, the City will only reimburse for actual out-of-pocket expenses incurred.

## **C. Alternate Mode of Transportation (other than airline travel)**

Departments should consider using a City car before using a private automobile or automobile rental. In addition, the use of a private automobile for travel is discouraged unless the Department can demonstrate a business need and has compared it to other alternatives such as a City car. The use of modes of transportation other than airline travel must be approved by Department Heads in advance and the allowable cost shall be the actual cost of the alternate mode of transportation (including incidental costs such as parking fees) or the cost allowable under a regularly scheduled airline, whichever is less. Parking tickets, traffic violations or other penalties for infractions of any law that occur during travel are not reimbursable.

When choosing to drive to a non-adjacent county, Departments should prepare a cost comparison between air travel and driving. A cost comparison is not necessary when the destination is in an adjacent county to Los Angeles since air travel is generally not

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the most economical or convenient. Adjacent counties include Orange, Riverside, San Diego, San Bernardino, Ventura, Kern, Santa Barbara, and San Luis Obispo.

Travelers should comply with the following guidelines for the chosen alternate mode of transportation:

1) Private automobile

- a) Travelers operating the vehicle must have a valid driver's license and comply with LAAC section 4.232 insurance requirements.
- b) Documentation of miles traveled, such as a map print-out with the number of miles is required.
- c) Reimbursement for private automobile use shall be in accordance with the mileage provisions under the LAAC Division 4, Chapter 5, Article 2.
- d) Reimbursement for use of a personal automobile will be payable to only one employee when traveling together with other employees on the same trip and in the same vehicle.
- e) Reimbursement is not allowable if the traveler already receives a car allowance or any type of vehicle subsidy from the City on a regular basis through payroll.
- f) Travel mileage should be claimed on the PES and not on the mileage reimbursement form.

2) Automobile rental

- a) Travelers should select a mid-size or smaller rental car
- b) Domestic rental car insurance is not reimbursable. Expenses arising from auto accidents will be reimbursed by the City through the self-insurance program. Travelers should consult with the City Administrative Officer (CAO) Risk Management Section for additional guidance.
- c) For foreign travel, travelers should purchase that country's liability insurance from a reliable source.
- d) Receipts are required for reimbursement of rental car, gasoline, parking, and toll expenses. If receipts for toll and/or parking meter expenses are not available, provide printouts from official websites, credit card receipts, or other appropriate documentation.
- e) Travelers must fill the gas tank before returning a rental vehicle to avoid fuel surcharges.
- f) Add-ons (e.g., GPS device) or other rental fees are not reimbursable expenses.

### **1.8.8 Per Diem Expenses (Lodging, Meals and Incidentals)**

Per LAAC 4.242.3(b), travelers are expected to seek moderately priced establishments of acceptable quality when selecting restaurants and hotel rooms. Per CF 82-0944, reimbursements for food and lodging shall not exceed the per diem limits expressed in the City Budget Manual published by the CAO. These limits do not apply to conferences or legislative activities. In the absence of per diem limits set by the CAO, travelers must use the federal per diem rate applicable to their location of travel and comply with the guidelines described below.

#### **A. Lodging/Hotel**

The traveler must select the most economical and practical accommodations taking into consideration transportation costs, time, and other relevant factors. The following guidelines apply to lodging for travel:

- The rate must be for single occupancy standard room and, if available, at the government-rate.
- Generally, lodging should be limited to the actual dates of official City business. Additional lodging for one day before and/or after the event may be authorized to mitigate hardship for the traveler.
- Reimbursement will be for actual hotel expenses but not to exceed the total of the applicable federal per diem rate (plus fees and taxes, if applicable) for the destination and length of stay for the individual traveler.
- If the traveler is staying at the meeting/convention hotel or “authorized/sponsor” hotel for the conference or convention, supporting documentation must be submitted with the travel request package in order to receive reimbursement for actual costs up to 200% of the per diem limits. Acceptable documentation include confirmation letter indicating the meeting will be held at a particular hotel, or brochure/literature indicating the selected hotel is an “authorized/sponsor” hotel.
- If a room is not available at the meeting/convention hotel or any of the “authorized/sponsor” hotels, reimbursement for actual costs up to 200% of the per diem limits is allowed. The traveler must select the most economical among three hotels within reasonable distance from the event.
- If travel is for the purpose of assisting an agency/municipality in a federal, state or local emergency incident and there is no alternative lodging, reimbursement of actual costs up to 200% of the per diem limits may be allowed.
- An itemized original lodging receipt (listing all expenses such as meals, phone calls, services charged to the room) must be provided for reimbursement to be made in all instances.

## **B. Meals and Incidental Expenses (M&IE)**

Travelers may claim reimbursement for up to three meals per day. M&IE will be reimbursed at claimed amount but not to exceed the applicable federal per diem rate for the destination with certain exceptions.

The applicable federal per diem rates are as follow:

- First day of the trip, use the per diem rate for the destination city.
- Last day of the trip, use the per diem rate for the last location where the traveler stayed overnight.
- The first and last day of the trip are considered travel days and will be reimbursed at a prorated amount of 75% of the applicable federal per diem amount for M&IE.
- If traveler is in more than one city/location per day, use the per diem for the city/location in which the traveler spends the night.

The per diem rates for M&IE include gratuities for restaurant service, as well as fees and tips to porters, baggage carriers, hotel staff and staff on ships. Per IRS Bulletin 2013-44, transportation between places of lodging and places where meals are taken are no longer included in the definition of incidental expenses, and may be authorized by the Department Head for reimbursement up to \$5 per day.

### *1) M&IE Reimbursement Limits – Travel with Overnight Lodging*

Travelers may select one of three M&IE reimbursement methods shown in the table for the entire trip. Travelers must follow the requirements for receipts, maximum and prorated reimbursable amounts, and allowable exceptions for meals and incidentals for the selected method. All three methods require the traveler to note the date, time, place, amount, and business purpose of the expense.

Receipts are required for any single meal exceeding \$25 in accordance with LAAC 4.242.7, and for all meals when the traveler is using one of the actual costs methods. Traveler must use actual costs reimbursement method if the travel funding source requires receipts. In such cases, the travelers must submit receipts and will be reimbursed based on requirements specified by the funding source.

<b><u>M&amp;IE Reimbursement Methods for Travel with Overnight Lodging</u></b>				
<b>Selected Reimbursement Method (1, 2 or 3) must be used for the entire trip</b>				
<b>Methodology</b>	<b>Receipts Required</b>	<b>Reimbursement Cap at Destination</b>	<b>Prorated Reimbursement Cap for Travel Day/Conference Provided Meal<sup>(1)</sup>/"50-mile" Rule Exceptions</b>	<b>Exception: Full Reimbursement Cap for Travel Day/Conference Provided Meal <sup>(2)</sup></b>
Method 1: Federal Per Diem	No	Reimburse at federal per diem amount for destination	75% proration of federal per diem amount	No exceptions allowed
Method 2: Actual costs capped at federal per diem	Yes	Reimburse actual costs <i>up to</i> federal per diem amount for destination	Reimburse actual costs <i>up to</i> 75% of federal per diem amount for destination	Reimburse actual costs <i>up to</i> full federal per diem amount for destination
Method 3: Actual costs capped at \$60/day	Yes	Reimburse actual costs <i>up to</i> \$60 per day	Reimburse actual costs <i>up to</i> \$45 per day	Reimburse actual costs <i>up to</i> \$60 per day
(1) Hotel complimentary breakfasts do not constitute a meal.				
(2) Exceptions to proration for travel days may be granted for full days spent at destination or in transit. Exceptions to proration for conference-provided meals may be granted if conference cannot accommodate medical or religious restrictions.				

A traveler who stayed with a friend or family member overnight can be reimbursed for meals if traveler provides a signed statement as proof of overnight stay. Meal reimbursement will be subject to IRS taxable income reporting requirements without the signed statement.

## ***2) M&IE Reimbursement Limits – One-Day Travel (Travel without Overnight Lodging)***

Meal reimbursements for travel not involving an overnight stay must be reported as taxable income in accordance with IRS regulations. Departments are required

to report one-day meal reimbursements to the Controller at the end of the calendar year for W-2 adjustment in the payroll system.

The following guidelines apply to one-day meal reimbursements:

- Travel destination must meet the “50-mile” rule.
- Reimbursement cannot exceed 75 percent of the federal per diem for the destination.
- No meal reimbursement is allowed when the host provides meals at the event throughout the day.
- Receipts are required for any single meal exceeding \$25.
- Traveler must attach a signed “One-Day Travel Meals Reimbursement – Taxable Income Acknowledgement” form to the PES.

### **1.8.9 Other Travel Expenses**

Expenses other than per-diem and transportation that are necessary for the conduct of official City business, with receipts, are allowable and may be reimbursed separately from M&IE limits. Below are guidelines for certain types of expenses.

- **Airline Checked-In Baggage Fee:** Airline fee for the first checked-in baggage is reimbursable.
- **Airport Parking:** Airport parking fees are reimbursable up to 125% of the lowest rates for the following airport parking lots:
  - Burbank Airport Lot A
  - John Wayne Airport Main Street Lot
  - Long Beach Airport Lot B
  - LA International Airport Lot C
  - Ontario International Airport Lot 5

For airports not listed above, traveler should use the lowest airport parking lot rate for that airport.

In addition, travelers should consider alternatives to airport parking, such as public transportation, shuttles, rideshare services, other options to get to and from the airport. Travelers should compare the total cost of airport parking to the cost of these alternatives and select the most economic choice.

- **Hosting While Traveling:** Food and beverage expenses for persons other than the traveler must be certified by the Department Head as expenditures for a public purpose and necessary for official City business. The provisions for lodging and M&IE reimbursements will apply to persons hosted by City officials or employees. Alcoholic drinks are NOT reimbursable expenses. It is the responsibility of City employees to comply with Personnel Department policy regarding consumption of alcoholic beverages while on duty. The name(s) and organization(s) of the person(s) hosted and the nature of the City business discussed must be specified in the travel authority and other travel expense documentation.
- **Registration, Seminar or Meeting Fees:** Reimbursement of registration, seminar or meeting fees where required is allowed.
- **Ground Transportation:** Transportation expenses to and from the airport or hotel are allowable with receipts or supporting documentation. Travelers should use free or courtesy shuttle services offered by airports and hotels whenever available.
- **Gratuities:** Gratuities are allowable expenses, where reasonable and customary. Tips to waiters (up to 15 percent of the restaurant bill exclusive of taxes), and drivers (up to 15 percent of the fare) are considered customary. Service charges required by service providers (e.g., gratuity added to restaurant bill for large parties) are fully reimbursable. However, gratuities to porters, bell hops and housekeeping are included in the IRS definition of “incidental expenses” and therefore not reimbursed separately from the M&IE limit.
- **Laundry Service:** Expenses for laundry service are allowable if the duration of the trip is four consecutive nights or longer.
- **Telephone Calls:** One personal telephone call to the employee’s immediate family in the locale of the residence of the employee is allowed if travel is in excess of three days. One such call is permitted for each successive three days thereafter.

Per LAAC 4.242.3(j), other expenses not specified in these guidelines or in the LAAC deemed necessary in the conduct of City business are allowable provided the reasons for such expenses have been reviewed and certified by the Department Head as reasonable, proper, and incurred in pursuit of City business.

#### **1.8.10 Special Circumstances Requiring Exceptions to Standard Guidelines**

There may be special circumstances that require exceptions to the standard guidelines set forth in this policy. In such instances, exceptions may be allowed when the

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Department Head finds the expenses to be necessary in the conduct of official City business and reasonable. Allowed exceptions must be noted as “exceptions” on the travel authority and/or PES documents, along with the justification for the exception.

#### **A. Airline Travel**

- Airfare other than for coach class may be allowed under any of the following conditions:
  - Medical necessity certified by a competent medical authority
  - Exceptional security circumstances
  - The origin and/or destination are outside the Continental United States and the scheduled flight time, including non-overnight layovers and change of planes, is in excess of 14 hours and the traveler is required to report to duty the following day or sooner
  - No coach class seats are available on any airline that is scheduled to leave within 24 hours of the proposed departure time, or scheduled to arrive within 24 hours of the proposed arrival time
  - Use of other than coach-class accommodations results in overall cost savings.
  - Seating upgrade in coach class may be allowed to accommodate a medical necessity certified by a competent medical authority.

#### **B. Alternate Modes of Transportation**

- Reimbursements for rental cars other than mid-size or smaller may be allowed under any of the following conditions:
  - Insufficient car space for the number of City employees traveling together
  - Insufficient car space to accommodate work-related equipment
  - Terrain of destination requires a certain type of vehicle
  - Medical necessity certified by a competent medical authority
  - No extra cost for upgrade.
  - Reimbursement for fueling City vehicles may be allowed by the Department Head if the traveler presents documentation of efforts to obtain a Voyager Card from GSD prior to travel.

#### **C. Lodging/Hotel**

- Department Heads may approve reimbursements of actual lodging costs for non-conference travel up to 200% of the per diem limit.
- Department Heads may approve reimbursements of actual lodging costs in excess of 200% of the per diem limit if the travel is for the purpose of assisting an



agency/municipality in a federal, state, or local emergency incident and there is no alternative lodging.

- If two City authorized travelers choose to share a room, the cost of a double occupancy room cannot exceed 300 percent of the federal per diem rate for the destination. The traveler who paid the bill should claim the total paid for the room on their PES and note the name of the other traveler. The other traveler should also note the name of the traveler that their shared lodging with on their PES.
- On rare occasions, the actual lodging costs may be higher than the limits outlined in this policy. Upon demonstration that the higher lodging cost is justified, Department Heads may use their discretion and judgment to approve reimbursements of actual lodging costs that exceed the limits established in this policy. If necessary, Department Heads may delegate the approval for such reimbursements to Assistant Department Heads. A detailed justification or explanation why the extra cost lodging cost was necessary to carry out official City business must be fully documented in the "Excess Lodging Reimbursement Justification" form. The form must be signed by the Department Head or Assistant Department Head and, together with supporting documentation, attached to the PES. These exceptions must be tracked by Department Travel Coordinators and reported to the Controller's Office at the end of the calendar year.

#### **D. Other Travel Expenses**

- Fees for additional checked-in baggage may be allowed for special equipment or extended travel.
- Airport parking rate that exceeds the applicable airport lot rate by more than 25% may be allowed with justification approved by the Department Head.
- Full reimbursement for meals may be allowed for long travel days. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or \$60 per day.
- Whenever possible, travelers with special meal requirements should contact conference host to obtain reasonable meal accommodation. Full reimbursement for meals may be allowed if the traveler is unable to consume conference-furnished meals due to medical reasons or religious beliefs. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or \$60 per day.

- Laundry service when travel is for less than four consecutive nights may be authorized when traveling conditions or special circumstances dictate.
- Department Heads may authorize reimbursement of internet connection service if free internet connection service is not available to conduct City business.

#### **E. Lodging and Meals and Incidental Expenses for travel under 50 miles**

- Reimbursements for lodging and M&IE may be authorized by the Department Head when the travel destination does not meet the “50-mile” rule under one of the following conditions:
- Conference/meeting starts before 8 a.m. or ends after 6 p.m.
- Traveler cannot drive to the destination and public transportation is not available to arrive in time for or leave after conference/meeting.
- Traveler is hosting the event (e.g., set up and pack up exhibit booth) and needs to arrive before 8 a.m. or cannot leave until after 6 p.m.

#### **1.8.11 Interrupted and Indirect Travel**

Where there is an interruption or deviation from the direct travel route, due to non-City related or unjustifiable reasons, the allowable travel expenses will not exceed those that would have been incurred for uninterrupted travel utilizing the usual route. A traveler who combines personal travel with City travel must identify and pay for the personal segment of the trip. The traveler must provide sufficient supporting documentation to prove the City-related portion of the travel costs to receive travel expense reimbursements. For example, the traveler must provide a quote from the air travel service provider showing the cost of the roundtrip ticket for the most economical and direct travel to/from the business destination for the dates of official City business. The quote will be used for comparison and reimbursement purposes.

A City employee who becomes sick or injured during travel should immediately seek competent medical attention. The traveler should notify his/her Department Personnel Officer regarding the injury at the earliest possible time.

#### **1.8.12 Personal Expense Statement (PES) and Required Documentation**

At the conclusion of the travel, the traveler must complete and submit Form Gen. 16, Personal Expense Statement (PES) for review and approval. The traveler must itemize all expenses claimed for reimbursement, note all exceptions to the City Travel Policy, and

attach receipts for lodging, transportation, and any other necessary supporting documentation required by this policy to substantiate the expenses. In addition, LAAC 4.242.7 requires receipts for any single item of expenditure in excess of \$25. For grant-funded and special-funded travel, it is the traveler's responsibility to comply with the grant/special fund requirements on receipts or supporting documentation. In addition, per LAAC 4.242.75, travelers (other than elected officials or staff traveling on behalf of elected officials) must attach a report that summarizes the nature and purpose of the travel, the significant information gained, and/or benefits accruing to the City.

The Department Head or Authorized Approver shall review the PES and supporting documentation, resolve any issues to ensure compliance with all City policies, and certify all expenses were incurred in pursuit of City business. Falsification of such certification shall be ground for disciplinary action and any available legal sanctions.

Departments must finalize the PES with supporting documentation and process in FMS within 30 days of the trip conclusion. Departments should maintain original receipts and documents for at least five years for record-keeping and audit purposes.

**Submitted PES and supporting documentation become part of the City official travel records and the official property of the City. Travelers are advised to black out/redact any personal information contained in any submitted documents.**

### **1.8.13 Foreign Currency**

The PES must indicate values in US dollars (USD). Travel expenses in foreign currency must be converted to USD based on exchange rates effective on the date of the original receipt. The following are acceptable supporting documentation for the foreign currency conversion and must be attached to the PES:

- Credit card statement showing conversion of foreign-denominated expenses to USD
- Foreign exchange receipts from money exchanges or banks showing foreign conversion rates
- Verifiable foreign exchange rates from the internet

### **1.8.14 Travel Advances**

When approving travel authorities, Department Heads may authorize travel advances to City employees only. Travel advances must comply with the following guidelines:

- Travel advances can be issued for up to 90% of the traveler's total estimated out-of-pocket travel expenses, which includes lodging, meals and incidentals, and registration, seminar, and meeting fees paid by the traveler. Advances for airfare are not allowed as airline tickets can be purchased through the City's authorized business travel service provider. No travel advance check will be issued for any amount under \$500.
- Travel advances must be approved by the Authorized Approver as part of the travel authority request package. If a traveler decides that they need a travel advance after the travel authority has already been approved, Departments may modify an existing travel authority to include the travel advance request.
- The travel authority must include the following information for a travel advance to be approved:
  - Travel authority number
  - Name of traveler
  - Travel period
  - Destination
  - Purpose of the trip and nature of the City business to be conducted
  - Cash advance request, with written justification and pre-approval by Department Head
  - Certification that the traveler has no outstanding travel advance
- Payment requests for travel advances must be submitted at least ten (10) business days, per LAAC 4.242.8, but not earlier than thirty (30) days, prior to travel.
- No travel advance will be provided to an employee with an outstanding travel advance
- Checks for approved travel advances will be available from the Controller Paymaster on a "Will-Call" basis one calendar week prior to travel.
- Travelers must return any unused travel advances by writing a check or money order payable to the City of Los Angeles. Refund checks, together with cash receipts (CR), should be forwarded immediately to the Office of Finance (OOF). Travelers should attach a copy of the CR with the OOF stamp (or other receipt verification) to the completed PES.
- Travel advances are considered delinquent if not settled within 30 days after the conclusion of the trip through the submission of a completed PES.

### **1.8.15 Travel Reimbursements Reported As Taxable Income**

Departments must monitor and track the following types of reimbursements and report them to the Controller's Office on an annual basis. These reimbursements will be reported to the IRS as taxable income on the traveler's IRS Form W-2:

- Delinquent travel advances that have not been returned to the City within 120 calendar days after the last day of travel. For non-City employees, delinquent travel advances over 120 days will be reported through IRS Form 1099-MISC.
- Any unsubstantiated or unallowable travel expenses that were reimbursed to the employee, including expenses that exceeded the limits in this policy
- One-Day Travel Meal Reimbursements
- Expenses for travel assignments expected to last in excess of one year, or does in fact exceed one year (per IRS Publication 5137)

Upon review, the Controller's Office may determine that some one-day travel meal reimbursements qualify for the de minimis exclusion for occasional meal reimbursements and opt not to report the reimbursement as taxable income.

### **1.8.16 Related Resources**

Travel forms and additional information are available on the Controller website. Questions regarding "Will-Call" policies and procedures should be directed to the Controller Paymaster Section. Departments should refer to the FMS policy and procedure documents and training manuals for specific instructions on how to process travel encumbrance and payment requests:

	<b>FMS Guidance</b>	
<b>Subject Area</b>	<b>Procedure</b>	<b>Training Manual</b>
Travel Encumbrance	AP-301-5	FMS 303
Travel Expenditure	AP-401-5	FMS 304

Questions regarding cash receipts should be directed to Office of Finance. Questions regarding this Policy should be directed to the Controller's Fiscal Oversight and Support Section.