EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: __________________________________________

Company Address: __________________________________________

City: ___________________________ State: _______ Zip: __________

Contact Person: ___________________________ Phone: ___________ E-mail: ___________________________

Approximate Number of Employees in the United States: ___________________________

Approximate Number of Employees in the City of Los Angeles: __________________________

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

A. The contractor’s operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract, and

B. The contractor’s operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor’s presence at or on the property is connected to a Contract with the City; and

C. The Contractor’s employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.”
SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

☐ ... I have no employees.

☐ ... I provide no benefits.

☐ ... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.

☐ ... I provide equal benefits as required by the City of Los Angeles EBO.

☐ ... I provide employees with a “Cash Equivalent.” Note: The “Cash Equivalent” is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.

☐ ... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.

☐ ... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on ________________.

☐ ... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.82.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the I.AAC Section 10.40, et seq., Contractor Responsibility Ordinance.

_________________________ will comply with the Equal Benefits Ordinance requirements
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of __________, in the year 20___, at ________________, (City) (State)

__________________________________________
Signature

__________________________________________
Name of Signatory (please print)

__________________________________________
EIN/TIN

__________________________________________
Mailing Address

City, State, Zip Code

Form OCC/LAWA EBO-Affidavit (Rev 5/20/13)