

"To enrich lives through effective and caring service"



Stan Wisniewski Director

Kerry Silverstrom Chief Deputy

September 13, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

CONTRACT FOR PARKING LOT MANAGEMENT SERVICES AT COUNTY-OPERATED PUBLIC BEACHES AND MARINA DEL REY (THIRD AND FOURTH DISTRICTS) (3 VOTES)

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that 13 Marina del Rey parking lots and 18 beach parking lots, as well as the recreational vehicle park at Dockweiler State Beach (RV Park), can be managed more economically by an outside parking operator; and
- 2. Authorize the Chair to execute the attached three-year parking management services agreement, with two one-year extension options, with the recommended responsive and responsible bidder, Parking Concepts, Inc. (PCI), for a not to exceed fee of \$1,496,845, plus a 2% incentive bonus (excluding RV Park revenue and taxes), provided PCI collects parking receipts equal to or exceeding the average monthly gross revenue for the same month in the one, two, or three preceding years (as the contract years progress) as specified in the contract, and further subject to a guarantee by PCI that gross parking revenue shall equal at least \$5,145,000 (excluding RV Park revenue and taxes).

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will authorize the Chair to execute a three-year agreement, with two one-year options, with PCI, the recommended responsive and responsible bidder, to provide parking management services at County-operated beach and Marina parking lots.

Approval of the contract with PCI will enable the Department to continue to staff and manage parking lots under its control economically and with high levels of public service and revenue control. In addition to staffing parking lots, the contractor will collect and deposit parking revenue daily into a County bank account, reserve film company parking, perform minor maintenance, and manage the RV Park until an independent park management contractor is selected. Management of over 10,000 parking spaces is one of the most essential, publicly visible and remunerative services provided by the Department. It brings over \$6 million in net revenue to the County annually.

Such parking services were formerly performed by County employees but have been contracted out for many years. According to a cost analysis performed by the Auditor-Controller, staffing the lots with County employees would cost the County an estimated \$2,123,613 annually. Approval of this contract will enable the Department to continue using the services of a private contractor, resulting in a net savings of at least \$626,768, as detailed on Attachment 1.

#### Implementation of Strategic Plan Goals

The parking lot management services provided by PCI will promote and further the Board-approved Strategic Plan Goals of Service Excellence, by providing accessible, affordable and controlled parking to beachgoers in proximity to their destinations, and Fiscal Responsibility, by maximizing parking revenue while holding service costs down.

#### FISCAL IMPACT/FINANCING

The annual proposed contract price for basic contract services is set at \$1,496,845 plus a 2% incentive bonus for each month in which gross revenue from parking operations (excluding RV Park revenue and taxes) meets or exceeds the average gross revenue for the same month during the one, two, or three preceding years (as the contract years progress) as specified in the contract. Taking into consideration the contractor's proposed annual price of \$1,496,845 and additional County costs related to contract

monitoring, the Auditor-Controller has verified annual savings of approximately \$626,768 from using the contractor's services rather than those of County staff.

The contract also provides for additional services for parking supervisors in case of extended hours of operation, special events and other unanticipated staffing needs, and a corresponding reduction of compensation at the same rates in case of reduced staffing requirements.

The cost of this contract is included in the Department's 2005-06 operating budget and is completely offset by revenue generated by the contractor's activities.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

PCI is party to a bona fide Collective Bargaining Agreement with Teamsters Local Union No. 911 and has applied for and been approved for an exemption under County Code Chapter 2.201, the Living Wage Program.

The contract term is three years with two one-year extension options that may be exercised by mutual consent of the Director and the contractor. The contract services will commence on October 16, 2005, or the date of approval by your Board, if later.

The contract provides for standard annual staffing of 66,660 attendant hours and 22,470 supervisor hours. These totals are derived from prescribed monthly staffing, which varies depending on seasonal staffing requirements. The contractor's hourly charges to the County for providing these standard staffing levels determine the contractor's monthly compensation set forth in Revised Exhibit 1 to the contract. The contract has the flexibility to vary the contractor's monthly compensation should the County authorize modification of staffing levels. Any such changes will be based on PCI's negotiated hourly rates for parking attendants and supervisors.

The Request for Proposals allowed the use of up to 40 percent non-full-time employee hours. In doing so, the Department relied on the Auditor-Controller's finding that up to 40 percent part-time staffing would be acceptable in view of the irregular shifts and multiple locations required to be covered. The recommended proposer, PCI, has proposed approximately 80 percent full-time parking attendant staffing and supervisor staffing.

As required, PCI has guaranteed the County \$5,145,000 in annual gross revenue each contract year, net of receipts from the RV Park and taxes. This amount is subject to downward adjustment due to County decisions to close parking lots or in the event of

major disasters or other significant events beyond the contractor's control that would affect the usage of the parking lots. Should the County approve parking fee increases during the term of this contract, the Director and the contractor, based on the impact of the fee increases, shall in good faith negotiate a reasonable increase in the amount of the annual \$5,145,000 guarantee, as well as a downward adjustment to the monthly revenue for purposes of determining whether the contractor is entitled to the 2% incentive bonus. In the event the County fails to realize the guaranteed revenue amount, the difference shall be deducted from payments otherwise due to the contractor under the contract. The guarantee amount was calculated by taking the lowest figure from the previous five years' contract revenue net of RV Park revenue and taxes.

In addition, the contract award fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380 for the following reasons:

- Award of the contract is cost-effective (see Attachment 1).
- Award of the contract will not impair the County's ability to respond to emergencies.
- No confidential information is involved in the performance of the contract. Award of the contract will not result in the unauthorized disclosure of confidential information.
- Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.
- Award of the contract will not infringe upon the proper role of the County in its relationship to its citizens.

The contract also contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the award, as the work is presently being performed by non-County staff.

The contract has been approved as to form by County Counsel.

The Department's recommendation is on the agenda for review by the Small Craft Harbor and Beach Commissions on September 7, 2005. The Department will inform you of each Commission's recommendation prior to your Board's consideration of the item.

#### **CONTRACTING PROCESS**

This Proposition A contract solicitation was advertised in the Los Angeles Times, the Eastside Sun, the Los Angeles Sentinel, the Daily Breeze, the Culver City Star, the Los Angeles Daily News, the Argonaut, the Santa Monica Observer, and the LA Watts Times. The opportunity was also advertised on the Office of Small Business Contracting Internet site, as well as the Department's own Internet site. In addition, certified Community Business Enterprise vendors were notified of the opportunity by direct mail. Vendors who had submitted proposals during a previous solicitation for this service were also notified directly.

Twenty-two firms received copies of the Request for Proposals (RFP). Three firms submitted proposals including Five Star Parking, Modern Parking, Inc. (MPI), and PCI. Each of the three proposals met the minimum requirements and was evaluated.

A four-person evaluation panel composed of two Department of Beaches and Harbors representatives, a Chief Administrative Office staff person, and an Internal Services Department staff person recommended PCI for the contract award. The proposals were evaluated on (1) annual price, 40 percent; (2) work plan, 25 percent; (3) experience and organizational resources, 25 percent; and (4) references, 10 percent. In addition, each of the proposers was interviewed in order to elaborate on its work plan and work experience. Attachment 2 details the evaluation scores.

Of the three proposers, PCI was determined to be the most responsible and responsive by the evaluation panel. While PCI was rated significantly higher than MPI in the areas of "work plan" and "experience and organizational resources", MPI's overall score came extremely close to PCI's because MPI significantly outscored PCI in the area of "annual price" by proposing \$1,395,758 per year, \$325,178 less than PCI's proposed annual cost of \$1,720,936. With County Counsel's advice that the Director was authorized to engage in negotiations with the proposer recommended by the evaluation panel prior to making his recommendation to your Board, the Director engaged in negotiations with PCI, which reduced its annual price to \$1,496,845, \$224,091 less than in its original proposal. While MPI's proposed annual price is \$101,087 less than PCI's revised annual cost, PCI is being recommended for the contract based on the evaluation committee's recommendation and PCI's revised annual price.

Attachment 3 details the minority and gender composition of the qualifying firms. PCI is not a County-certified Community Business Enterprise. However, on final consideration of award, PCI was selected without regard to gender, race, creed or color.

The evaluation criteria conform to the Living Wage Ordinance Implementation Plan, which requires Departments to base at least 20 percent of the evaluation on references, payroll and labor practices and audit findings. PCI received uniformly good or excellent references. No payroll or labor violations or negative audit findings were reported by the references or the Auditor-Controller.

The Auditor-Controller has reviewed the avoidable cost comparison and concurs that the contract is cost effective.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Department has traditionally managed these services through a private sector contract, and this contract will continue that practice.

#### CONCLUSION

Instruct the Executive Officer to send one approved copy of this letter and two executed copies of the contract to the Department of Beaches and Harbors.

Respectfully submitted.

Stan Wisniewski, Director

SW:so

Attachments (3)

C: Chief Administrative Officer

**County Counsel** 

Executive Officer, Board of Supervisors

Director, Office of Affirmative Action Compliance

## Department of Beaches and Harbors Parking Services Contract Estimated Net Savings From Contracting

					•		Count	y Co	sts									
	Positions Needed														Positions			
Cost Homs	Parking Lot Attendants (Parking Lot Attendants (5993) 2	(F	arking Lot upervisor arking Lot pervisor II (64H))	(N (N (O)	Parking Manager Manager Parking Perations - 7/5L) <sup>2</sup>	(S) (D)	Parking offen Head opervising Contract offer B&H- 8863)	S OF TYPE	arking lection edictally Senion list Clerk 2216) <sup>3</sup>	E C	uttomated adjustment of ollectrons of Person arking Loter (S4H)	(A)	asnier ashler 1253)		Contract Monitor (HE (8861)	Мo	ipoyvising Contract httor, (B&H) = (8863)	·Fotals:
Top Step Salaries (monthly) 1	\$ 2,19	7   \$	3,014	\$	4,076	\$	5,602	\$	2,941	\$	3,014	\$	2,487	\$	4,761	\$	5,602	
Required Service Level - actual avoidable positions	38		13		2		1		1		1		2		(2)		(1)	55
Annual Salary Cost	\$ 1,001,83	2 \$	470,184	\$	97,824	\$	67,224	\$	35,292	\$	36,168	\$	59,688	\$	(114,264)	\$	(67,224)	\$ 1,586,724
Adjustment for top step salaries variance at 93.5810% <sup>5</sup>	\$ (64,30	в) \$	(30,181)	\$	(6,279)	\$	(4,315)	\$	(2,265)	\$	(2,322)	\$	(3,831)	\$	.7,335	\$	4,315	\$ (101,852)
Estimated actual avoidable salaries	\$ 937,52	4 \$	440,003	\$	91,545	\$	62,909	\$	33,027	\$	33,846	\$	55,857	\$	(106,929)	\$	(62,909)	\$ 1,484,872
Add: Related employee benefits at 40.188% <sup>5</sup>	\$ 376,77	2 \$	176,828	\$	36,790	\$	25,282	\$	13,273	\$	13,602	\$	22,448	\$	(42,973)	\$	(25,282)	\$ 596,740
Estimated Actual avoidable annual direct labor cost <sup>6</sup>	\$ 1,314,29	7 \$	616,831	\$	128,335	\$	88,191	\$	46,299	\$	47,449	\$	78,304	\$	(149,902)	\$	(88,191)	\$ 2,081,613
Supplies <sup>7</sup>																		\$ 42,000
Estimated Actual Avoidable Cost																		\$ 2,123,613
Contract Cost 8	\$ 1,087,89	1 \$	408,954															\$ 1,496,845
Net Savings from Contracting																		\$ 626,768

- (1) Salaries in effect as of April 2005.
- (2) The position in parenthesis is the County position that is closest to the position being contracted as confirmed by the Department of Human Resources. The number of County avoidable positions is determined based on the total hours needed for each position as stated in the RFP divided by the annual productive work hours of 1,767: Parking Attendant: 66,660 hours; Parking Supervisor: 22,470 hours; Parking Contractor Representative/Manager: 4,004 hours.
- (3) Additional full-time positions needed to create a new parking section to operate 31 parking lots in Marina del Rey and at County beaches. Positions include a Parking Section Head, Secretary, Automated Equipment Collections Person and two Cashiers. The Automated Equipment Collections Person will be responsible for the daily collection of the 46 automated parking fee collections machines in the 31 lots. The Cashiers will be responsible for the counting, reconciliation and deposit preparation of the parking collections.
- (4) Positions currently in place to monitor contractor. Positions would be eliminated if the service is not contracted.
- (5) Provided by the Auditor-Controller.
- (6) No departmental indirect costs are avoidable.
- (7) Amount based on the supplies cost submitted by the selected proposer.
- (8) Selected proposer bid is divided in to two hourly rates; one for parking attendants (\$16.32 per hour) and one for parking supervisors (\$18.20 per hour), multiplied by the hours needed for each position as stated in the RFP: Attendants: 66,660 hours and Supervisors: 22,470 hours. All other contract costs are built into these two rates as required by the RFP.

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Rank Proposer		Proposed Yearly Rate		D		18/a	ele Diam		Experience/Org. Resources (250)																							
	Proposer		Price (400), Max Points * lowest Score/Score	Proposers Work Plan (250)				Exp	periei	nce ('	150)		Fir	sines nanc mary	ial		Org	g. R	esou	urce	s (50)		efer	ences	s (10 <u>0</u>	))   		Γotal By I	Evaluato	r	Total Average	
			(A)	Rater#1	Rater #2	Rater #4	Average	Rater #1	Rater #2	Rater #3	Rater # 4	Average	Rater #1	Rater # 2	Rater#3	Rater # 4	Average	Rater # 1	Rater #2	Rater # 3	Rater #4	Average	Reference 1	Reference 2	Reference 3	Reference 4	Ref Total	Rater # 1	Rater # 2	Rater # 3	Rater # 4	Scores
1	Parking Concepts, Inc.	\$1,720,936.00	324.42	250	245 24	6 249	246.5	0 150	0 144	150	145	147.50			40			48	48	50	48	48.50	21	23	23	20	87	899.42	889.42	897.42	889.42	893.92
2	Modern Parking	<b>\$1,395,</b> 758.00	400.00	191	190 19	95 180	189.0	0 110	110	110	110	110.00	ì		45			40	39	40	38	39.25	22	25	20	20	87	873.00	871.00	877.00	860.00	870.25
The second secon	Five Star Parking	\$1,923,368.00	290.27	170	170 20	170	179.5	0 150	140	150	140	145.00	300		20			39	45	50	41	43.75	23	20	N/A	23	66	735.27	731.27	784.27	727.27	744.52
																																-

## PARKING MANAGEMENT SERVICES PROPOSERS FIRM/ORGANIZATION INFORMATION

PROPOSER	COMPOSITION		PARTNERS/ PARTNERS	MGRS	STAFF	TOTAL	% OWN	ERSHIP
		М	F				M	F
	Black/African American		, i		4	4		
	Hispanic/Latino			21	311	332		
Madam Badina Ina	Asian or Pacific Islander	1			22	23	100	
Modern Parking, Inc. Certifications: (M) Minority	Amer. Indian/Alaska Native					0		
	Filipino American			1	16	17		
	White		·	4		4		
	TOTALS	1	0	26	353	380		
	Black/African American			17	204	221		
	Hispanic/Latino			48	791	839		<u></u>
Parking Concepts, Inc.	Asian or Pacific Islander			7	121	128		
Certifications: None	Amer. Indian/Alaska Native	-		1	7	8		· · · · ·
	Filipino American			8	80	88		<u></u>
	White	1		32	273	306	100	
-	TOTALS	1	0	113	1476	1590		
	Black/African American	1	,	32	1050	1082		
·	Hispanic/Latino			23	905	928		
Five Star Parking	Asian or Pacific Islander			9	135	144		
Certifications: None	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White	4	1	5	9	· 19	80	20
	TOTALS	4	1	69	2099	2173		

## LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR PARKING LOT MANAGEMENT SERVICES

#### **PART ONE - GENERAL CONDITIONS**

#### 1.1 INTRODUCTION

- 1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Parking Concepts, Inc. (the "Contractor").
- 1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the Parking Lot management work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.27 and in Forms P-1 (Proposal: Form P-1, Offer to Perform and Price Proposal) and P-2 (Proposal: Form P-2, Contractor's Work Plan), are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-8 and P-10 submitted with the Contractor's Proposal.
- **1.1.3 Effective Date**. The effective date of this Contract shall be the later of October 16, 2005, or the date of approval by the Board of Supervisors.
- 1.1.4 Contract Provisions. The Contract is comprised of this Part 1; Part 2 (Statement of Work); Part 3 (Standard Contract Terms and Conditions); Form P-1 (Proposal: Offer to Perform); Form P-2 (Proposal: Work Plan); Exhibit 1 (Monthly Compensation for Standard Staffing Level); Exhibit 2 (Schedule of Parking Lots); Exhibit 3 (Fee Waivers); Exhibit 4 (Standard Staffing Level); Exhibit 5 (Performance Requirements Summary); Exhibit 6 (Living Wage Program Payroll Statement of Compliance); Exhibit 7 (Living Wage Ordinance Monthly Certification for Applicable Health Benefit Payments); Exhibit 8 (Notice to Employees); Exhibit 9 (Notice to All Employees Poster); Exhibit 10 (Living Wage Program); Exhibit 11 (Discrepancy Report); Exhibit 12 (Dockweiler RV Park Scope of Work); Exhibit 13 (Parking Lot Equipment Inventory); Exhibit 14 (Parking Gross Revenue Tables); Exhibit 15 (Policy on Doing

- Business with Small Business); and Exhibit 16 (California Safely Surrendered Baby Law), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals ("RFP"), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language of Form P-1 (Offer to Perform) or Form P-2 (Work Plan) and any other part of the Contract, the language of such other part of the Contract shall prevail.
- **1.1.5 Work to Be Performed.** Contractor shall perform the work set forth in Part 2 and Form P-2.
- 1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.
- 1.1.7 Suspension of Contract Services. Notwithstanding Section 3.16 or any other provision of the Contract, should the Director find reasonable grounds to believe that default by the Contractor or the Contractor's staff has caused or. unless immediately cured, will cause material financial loss to the County and that the Contractor will not immediately cure the default, the Director may order the Contractor to cease performing any duties that the Director determines will result in continuing loss if not curtailed. The Director may also order that the Contractor turn all collections over to the Department immediately. Upon receiving notice of the Director's order(s), the Contractor shall immediately comply. Within three days of issuing the order, the Director shall give notice of default pursuant to Section 3.16 or shall reinstate the Contractor.
- 1.1.8 Proof of Insurance. Prior to commencing performance of the Contract, and not later than three days after approval of the Contract by the Board of Supervisors, the Contractor shall provide the Contract Administrator with satis-

factory written proof of insurance complying with Section 3.9.

#### 1.2 INTERPRETATION OF CONTRACT

- 1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.
- **1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:
- Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.
- Contract. This agreement for performance of the work between the Contractor and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.
- Contract Administrator (CA). The Chief of the Administrative Services Division of the Department or a designated representative.
- Contractor. The firm or individual named in Section 1.1.1.
- Contract Year. The twelve-month period commencing on the effective date and each succeeding twelve-month period over the remaining term of the Contract, including the optional years, if exercised.
- County. The County of Los Angeles.
- Department. The Los Angeles County Department of Beaches and Harbors
- Director. The Director of the Department.
- Offer to Perform. Form P-1.
- Parking Lot(s). The parking lots subject to the contract as specified in Exhibit 2.
- Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.
- Proposal. The Contractor's written response to the Request for Proposals.
- Proposer. Any person or entity authorized to conduct business in California and otherwise meeting the minimum requirements set forth in the RFP who submits a Proposal.

- Request for Proposals (RFP). The solicitation to this Contract issued by the County on , 2005.
- Standard Staffing Level. The standard hours for providing parking services set forth in Exhibit 4.
- Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under oral or written agreement.
- Summer Season, Winter Season. For purposes of scheduling operating hours, the Summer Season begins on the Saturday before Memorial Day and ends on the last Sunday of September. The Winter Season begins on September 18 and ends on the Friday before Memorial Day.

#### 1.3 CONTRACT TERM

- 1.3.1 Three-Year Initial Term. The initial Contract term shall be three years, commencing upon the later of October 16, 2005 or the date of approval of the Contract by the Board of Supervisors.
- Two One-Year Extension Options. 1.3.2 The Director may offer to extend the Contract term for up to two consecutive optional Contract Years. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. The Contractor may decline to accept any such offer to an extension. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration of the Contract term or optional Contract Year then in effect, or within 30 days, whichever is earlier, the offer shall be deemed revoked.
- 1.3.3 Duty of Cooperation Upon Expiration or Termination of Contract. Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor will cooperate with the County and the successor contractor in transferring records and County property and allowing the successor contractor access to all information and County facilities necessary to ensure uninterrupted parking services.
- 1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall

survive its termination, such as the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

#### 1.4 COMPENSATION

- 1.4.1 Contract Payment. The Contractor shall be paid the monthly compensation sums quoted in Exhibit 1 for the appropriate month, as adjusted, if appropriate, to account for increases and decreases pursuant to Sections 1.4.3, 1.4.4 and 1.4.5 and subject to Sections 1.4.2 and 3.1.
- 1.4.2 Incentive Payment. The Contract will also provide a monthly incentive payment equal to two percent of monthly revenue, excluding taxes and RV Park fees collected, for each month the incentive is earned. In contract year one, the incentive will be earned for each month in which the revenue exceeds the revenue for the corresponding month in the prior year. In contract year two, the incentive will be earned for each month in which the revenue equals or exceeds the revenue for the corresponding month in the prior two years. In contract year three, and any option year, the incentive will be earned for each month in which the revenue equals or exceeds the average of the revenue for the corresponding month in the prior three years. Should any of the Parking Lots be closed to public parking for 30 or more consecutive days during the Contract term, an adjustment based on the average daily revenue from that parking lot from the past 3 years for the corresponding month or months during which that Parking Lot remains closed to public parking will be included in the calculation of average revenue. Should any Parking Lot be opened to public parking or enlarged to allow for increased parking for the first time during the Contract term, the revenue from that Parking Lot or attributable to the enlargement shall not be included in the revenue collected by the Contractor for the purpose of determining the incentive payment. The incentive payment shall be paid to the Contractor within 60 days after the end of the applicable month.
- 1.4.3 Increase of Staff or Service Area. On reasonable written notice, the Director may require the Contractor to increase the number of Parking Lot staff and staff hours at any of the Lots subject to the Contract and may require the Contractor to provide staff for additional Parking Lots. Notice of 30 days shall always be deemed reasonable. However, such written notice will be deemed reasonable if given in less than 24 hours in the event of favorable weather or other special

conditions that demand an immediate change in The Director shall consult with the staffing. Contractor and, following such consultation, shall in his sole discretion determine the number of additional staff and the hours during which such additional staff is required. The Contractor may recommend staffing changes to the Director for purposes of greater efficiency or improved service, but written Department approval of staffing changes is required. In the event that the Department requires the Contractor to provide additional staff hours or to staff any additional parking lots and such action results in a net increase in the number of staff hours required for that month over the Standard Staffing Level set forth in Exhibit 4 (taking into account any reduction in staff hours required under Section 1.4.4), the Contractor shall receive additional compensation. The amount of the additional compensation for any given month shall be equal to the net increase in the number of staff hours for that month multiplied by the hourly rate for the position quoted in Form P-1.

1.4.4 Decrease of Staff or Service Area. Following consultation with the Contractor, the Director may on reasonable written notice require the Contractor to reduce or eliminate the number of staff and staff hours at any Parking Lot subject to this Contract and may eliminate any such Parking Lots. Notice of 30 days shall always be deemed reasonable. Such written notice will be deemed reasonable if given in less than 24 hours in the event of inclement weather or an emergency that demands an immediate change in staffing. The Contractor may recommend staffing changes to the Director for purposes of greater efficiency or improved service, but written Department approval of staffing changes is required. In the event that the Director determines that a Parking Lot's staffed hours shall be reduced or eliminated or that a Parking Lot shall be eliminated, and such action results in a net reduction of the staff hours for that month below the Standard Staffing Level set forth in Exhibit 4 (taking into account any increase in staff hours otherwise required under Section 1.4.3), the Contractor's compensation for the month shall be The amount of the reduction in reduced. compensation for any given month shall be equal to the net reduction in the number of staff hours for that month multiplied by the hourly rate for the position quoted in Form P-1. Should the Contractor's annual compensation become subject to a reduction in excess of 25 percent of the annual amount calculated in accordance with

Form P-1 and the Standard Staffing Level (Exhibit 4) pursuant to this section, and omitting any reduction in compensation due to withdrawal of the RV Park from the Contractor's service area and scope of work, the Director and the Contractor agree to negotiate a reasonable adjustment to the Contract price. Should the Director and the Contractor fail to agree on a reasonable adjustment within 60 days from the date of the Director's notice, the County may terminate the Contract in accordance with the procedure set forth in Section 3.18. The Contractor understands and agrees that the County may at its sole discretion withdraw the RV Park from the Contractor's service area and scope of work at any time during the term of the Contract, and that the Contractor's compensation would thereupon be reduced in accordance with this section.

1.4.5 Increase in Rate(s) Compensation. The Contractor may request an increase in its rates of compensation after the first Contract Year. The request shall be submitted in writing to the Director not sooner than 60 days before the commencement of the second Contract Year and each optional Contract Year, if any. Subject to the availability of funds in the Department's budget, the Director shall amend the Contract to grant the increase, which shall not exceed the lesser of (1) the average salary movement granted to County employees during the term of the Contract and any extension periods prior to the date of the Contractor's request, or (2) the increase in the Consumer Price Index for Los Angeles, Riverside and Orange Counties as determined by the U.S. Bureau of Labor Statistics. In the event that fiscal circumstances have prevented the Board from approving any increase in employee salaries, no increase in the Contractor's rates of pay shall be granted. The amendment, if any, shall take effect not sooner than 60 days after the Contractor's request is received by the Department and upon the first day of the first month following execution of the amendment.

#### 1.4.6 Contractor's Invoice Procedure

1.4.6.1 The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Invoices shall identify the Contract number and the service performed and other information necessary to calculate the payment for the work (i.e., cumulative hours at employees' hourly rates itemized for each lot).

1.4.6.2 If the Contractor's pay for a given month is to be adjusted pursuant to Sections 1.4.3, 1.4.4 or 1.4.5, a copy of the authorization for the adjustment shall accompany the monthly invoice that includes the adjustment. The Contractor shall include with the invoice the names, dates, hours of work, worksites, work assignments and billing rates of either attendants or supervisors that performed additional Contract services (beyond those set forth in Exhibit 4) and/or shall specify the number of reduced hours and the affected Parking Lot.

1.4.6.3 Any staff added without the approval of the Department shall not be subject to compensation. Any reduction in staff, whether or not approved by the Department, shall result in a corresponding reduction in compensation pursuant to Section 1.4.4 and may also result in a liquidated damages assessment.

1.4.6.4 If the Contractor claims an incentive payment, two copies of an invoice for the incentive sum shall be submitted with the Monthly Revenue and Activity Report specified in Section 2.8.14.

**1.4.6.5** With the invoices, the Contractor shall submit the monthly reports specified in Part 2.

1.4.6.6 Upon the Department's receipt and the CA's review and approval of the monthly invoices and reports, the County shall pay the net amount currently payable on the invoices less any setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages and the cost of replacement services.

1.5 ANNUAL REVENUE GUARANTEE The Contractor guarantees that the County shall receive not less than \$5,145,000 in parking lot gross receipts (net of taxes and excluding revenue attributed to Dockweiler RV Park) during each Contract Year. In the event that the Director determines that a parking lot shall be closed to public parking, the amount of the annual guarantee of \$5,145,000 shall be proportionately reduced. The amount of the reduction shall be calculated by first determining average annual gross revenue earned by the affected parking lot during the last three years preceding the parking lot closure as reported in Exhibit 14 (or subsequent parking revenue reports) less attributable taxes. The amount of revenue so calculated shall be divided by the average annual revenue for all Parking Lots as reported in Exhibit 14 (or subsequent parking revenue reports) less taxes and excluding Dockweiler RV Park revenue. The net amount of

the reduction in the annual guarantee shall be determined by multiplying the ratio so calculated by the number of days the affected parking lot remained closed during the Contract Year divided by 365 and multiplying the result by \$5,145,000. Additionally, in the event of disaster, fire, war, or a similar cause reasonably beyond the Contractor's control, not including inclement weather, except to the extent such weather destroys the Parking Lots or renders them entirely unusable, the Contractor's obligation to provide the annual guarantee will also be proportionately reduced in the same manner as described above when the Parking Lot closure is due to the Director's decision.

In either case, the formula for determining the reduction is as follows:

A = 3 year average revenue for parking lot in question (excluding taxes);

B = Number of days parking lot is closed divided by 365;

C = 3 year average revenue for all lots (excluding taxes and Dockweiler RV Park Revenue)

Reduction in minimum =  $\underbrace{A \times B}_{C} \times 5,145,000$ 

In the event the County fails to receive the guaranteed annual amount, the shortfall will be deducted from the next payment due the Contractor. If the amount of the deduction from such payment is insufficient to cover the shortfall, the remaining amount shall be payable to the County by the Contractor within 30 days of the County's written

demand. Failure to pay this shortfall will be considered a default and the County shall be entitled to all available remedies, including the right to utilize the Contractor's performance security to fulfill the faithful performance of this specific Contract obligation.

- 1.6 PERFORMANCE SECURITY. The Contractor shall provide and maintain performance security. Such security may be provided in one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor, including, but not limited to, Contractor's obligations under Section 1.5:
- Performance Bond. A faithful performance bond in an amount equal to \$500,000 and executed by a corporate surety licensed to transact business in the State of California, or
- Certificate of Deposit (CD) or Letter of Credit (LOC). A CD or an irrevocable LOC payable to the County upon demand in an amount not less than \$500,000. Such CD or LOC shall comply with minimum criteria and standards established by the County and shall be maintained throughout the term of the Contract.

In the event the County draws down upon the performance security for any reason, the Contractor shall, within 30 days, replace or replenish the performance security to restore it to the required \$500,000.

## LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR PARKING LOT MANAGEMENT SERVICES

#### PART TWO - STATEMENT OF WORK

#### 2.1 GENERAL REQUIREMENTS

- 2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan (Form P-2) and other representations submitted with Contractor's Proposal.
- 2.1.2 Dockweiler RV Park. The Contractor's duties as set forth in this Part 2 apply to the management of the Dockweiler Recreational Vehicle Park (RV Park) in accordance with Exhibit 12, unless stated otherwise in this Contract.
- 2.1.3 County May Add, Delete or Modify Parking Lots or Modify Scope of Scheduled Services
- 2.1.3.1 The County reserves the right to add parking lots to, or remove Parking Lots from, the list of Parking Lots identified in Exhibit 2; to adjust staffing schedules and otherwise to amend and modify Exhibits 2 and 4 in accordance with the County's needs. Such removal of Parking Lots may include, but is not limited to, withdrawal of the RV Park from the Contractor's service area and scope of work. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and (except as provided in Section 1.4.4 with respect to staff hour reductions exceeding 25 percent) shall not relieve the Contractor of its duty as to the remaining facilities and services.
- 2.1.3.2 The Contractor shall be given reasonable written notice by the County that a parking lot is to be added or deleted or that the scope of services is being modified and of the effective date of such changes.
- 2.1.3.3 In the event of such addition of parking lots, deletion of Parking Lots, or other material modification of the required hourly services, the Contractor's compensation shall be adjusted in accordance with Section 1.4.3 and 1.4.4.
- 2.1.4 Special Events. The Contractor shall provide services for special events and programs on any day of the week at any time of day when requested by the County at least 24 hours prior to each such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs.

2.1.5 Contractor's Expenses. The Contractor shall at its own expense provide all labor, material, supplies, licenses, registrations, data systems, transportation, meals, lodging, services and expenses required for the work.

## 2.1.6 Contractor's Office and Telephone Service

- 2.1.6.1 The Contractor shall maintain an office within Los Angeles County at which its principal officers or owners may be contacted personally and by mail or telephone with a telephone number that is listed in the telephone directories for the areas of Malibu, Los Angeles, Santa Monica, Marina del Rey, South Bay, El Segundo, and the San Fernando Valley in the name by which the Contractor conducts business.
- 2.1.6.2 The Contractor shall maintain a field office within five mile of Marina del Rey. The office shall be staffed from 8:00 a.m. to 5:00 p.m. seven days a week by at least one employee who can respond to inquiries and complaints that may be received about parking operations.
- 2.1.6.3 The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time both of the Contractor's offices are closed. The Contractor shall monitor calls received on a daily basis when the Contractor's office is closed and shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent.
- 2.1.7 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours.
- 2.1.8 Meeting with Contract Administrator. The Contractor's Representative designated pursuant to Section 2.2.2 shall meet weekly with the County's Contract Administrator appointed pursuant to Section 2.3 to resolve common issues and plan staffing. The Contractor's Representative shall recommend areas for reducing staffing, automating or increasing staffing where necessary to control expenses, increasing revenue or providing more efficient public service.

- 2.1.9 No Vehicle Access on Bike Paths. Motor vehicles used in the performance of the Contract work shall not be driven on bike paths except when expressly authorized by the County.
- Temporary Closures and Repairs. 2.1.10 The Contractor acknowledges and agrees that the County may find it necessary to repair Parking Lots, fixtures and equipment; install replacement equipment; and install and operate non-standard equipment for the purpose of evaluation. In addition, during each year of the Contract, the RV Park will be closed for repairs during the month of January. The Contractor further acknowledges and agrees that such activities may cause the County to close Parking Lots, reschedule operating hours, alter the Contractor's service area or scope of work, and otherwise increase staffing or reduce staffing with a resulting increase or decrease of compensation to the Contractor pursuant to Sections 1.4.3 and 1.4.4. The Contractor agrees to cooperate with such activities and to provide staff for such activities when requested by the County. The Contractor agrees that such activities are within the County's rights under this Contract and do not constitute a breach of contract or default, and that the Contractor's sole remedy for any loss, reduced compensation, expense, disruption, inconvenience or interference from such activities is that specified in Sections 1.4.3 and 1.4.4.

#### 2.2 CONTRACTOR'S STAFF

#### 2.2.1 General Requirements

- 2.2.1.1 The Contractor shall provide a sufficient number of employees of each kind to perform the required work in accordance with the Contract and shall provide not less than the numbers and types of employees specified in the Standard Staffing Level set forth in Exhibit 4 as they may be adjusted by the Director pursuant to Sections 1.4.3 and 1.4.4.
- 2.2.1.2 At its own expense, the Contractor shall investigate and certify to the County's satisfaction that persons performing parking services are of sound physical and emotional condition necessary to perform their required duties.
- **2.2.1.3** The Contractor's employees are subject to reasonable dress codes when on County property.
- **2.2.1.4** The Contractor's employees shall not bring visitors, any form of weapon, contraband, alcohol or drugs to the workplace.
- 2.2.1.5 The Contractor's employees shall not

- be under the influence of alcohol or drugs; are subject to authorized search; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbance; and otherwise are subject to all applicable rules and regulations of the Department while in the workplace.
- 2.2.1.6 The Contractor's employees shall be courteous to the public at all times, shall conduct themselves in a businesslike manner, and shall not use profane or abusive language.
- **2.2.1.7** The Contractor shall provide the County with a copy of a background check on all personnel under this Contract. Clearances shall include criminal record, credit and driving record.
- 2.2.1.8 No personnel employed by the Contractor and assigned to any County facility shall have a conviction of a serious non-traffic misdemeanor, theft or any felony.
- 2.2.1.9 The County reserves the right to reasonably prohibit the Contractor from utilizing any individual at the specified Parking Lots or other Departmental facilities.
- 2.2.1.10 At the County's request, the Contractor shall immediately remove any employee who is performing the Contract work in an unsatisfactory manner. The County shall not be required to state the reason or otherwise justify his or her demand. The Contractor shall provide an acceptable replacement within three hours.
- 2.2.1.11 The Contractor shall ensure that in operating the Parking Lots its employees exercise reasonable care to prevent injury to persons and property.
- 2.2.1.12 The Contractor has represented to the County that the services to be provided pursuant to Form P-1 will be performed by full-time employees to the extent set forth in Form P-1. Notwithstanding Section 3.32.8, the Contractor is authorized to use part-time employees to the extent and for the purposes set forth in Form P-1.
- 2.2.2 Contractor's Representative (CR). The Contractor shall designate one or more full-time employees as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities and who shall be available to County staff on reasonable telephone notice 24 hours a day. The CR may not be a parking supervisor. The CR must have at least two years' experience managing parking services similar in nature and scope to the Contract work. The Contractor may designate himself or herself as CR. The CR shall have full authority to act for the Contractor on all

matters relating to day-to-day operations under the Contract. The CR shall be able to effectively communicate in English orally and in writing. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The CR shall cooperate with the County's Contract Administrator appointed pursuant to Section 2.3 in scheduling and attending weekly meetings and periodic performance evaluation meetings.

#### 2.2.3 Supervisors

- 2.2.3.1 The Contractor shall provide parking supervisors, who shall make inspections, answer questions, resolve problems, respond to emergencies, verify cash counts, approve reports, and ensure that the parking attendants follow procedures required by the Contract.
- **2.2.3.2** The supervisors shall be able to effectively communicate in English orally and in writing.
- 2.2.3.3 Supervisors shall be assigned to the geographical areas specified in Exhibit 4 at the specified times and days. Not less than one such supervisor shall be on duty in each geographical area during the operating hours of any and all of the Parking Lots in that area during the period from Saturday before Memorial Day through the last Sunday of September.
- 2.2.3.4 From the last Sunday in September through the Friday before Memorial Day, the Contractor shall provide not less than one supervisor for all geographical areas during the operating hours of any and all of the Parking Lots in the three areas.
- 2.2.3.5 The Contractor shall provide not less than one additional parking supervisor for Parking Lot W during the operating hours of that Parking Lot.

#### 2.2.4 Parking Attendants

- 2.2.4.1 The Contractor's parking attendants shall be capable of communicating in English with County employees and the public so as to be understood.
- 2.2.4.2 The Contractor shall require that all parking attendants who are required to drive a vehicle as a part of their job duties, have and maintain a driving record that does not include three or more moving violations and accidents in the last two years and/or more than one driving under the influence conviction in the last seven years.

- 2.2.5 Cashiers and Bookkeepers. The Contractor shall furnish sufficient skilled cashiers and bookkeepers to reconcile the daily parking fee collections with the daily records.
- 2.2.6 Changes of Key Personnel. The Contractor shall obtain the approval of the County before replacing the CR. Such approval shall not be unreasonably withheld.
- 2.2.7 Contractor to Notify Employees of Rights Under Living Wage Ordinance. The Contractor shall provide annual notification of the Living Wage Ordinance requirements in English as well as in Spanish or any other language spoken by a significant number of employees. The required notice shall be given by way of:
  - A handout to each employee (Exhibit 8); and
  - A notice posted in a conspicuous place in the work area (Exhibit 9).

## 2.3 COUNTY CONTRACT ADMINISTRATOR (CA)

- 2.3.1.1 The Department shall appoint a Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.
- 2.3.1.2 The CA shall direct the Contractor as to the County's policy and procedural requirements to ensure that the objectives of the Contract are met.
- 2.3.1.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- 2.3.1.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

#### 2.4 PARKING LOT OPERATIONS

- 2.4.1 Parking Lots. The Contractor shall operate the Parking Lots at the locations and during the times listed in the Schedule of Parking Lots (Exhibit 2) as the schedule may be changed by the County over the Contract term as provided in this Contract.
- 2.4.2 Work Schedule. The Contractor shall establish and maintain a work schedule for performance of the Contract work by its employees during each month that specifies the number of employees, their names and their shift hours. The

schedule shall be in accordance with the shift hours specified in Exhibit 4 as those hours may be modified at the direction of the CA and the schedule shall be submitted to the CA for approval not later than one week before the date the Contractor commences work, one week before the first of each month during the Contract term and as the schedule may change from time to time. Failure on the part of the Contractor to establish and maintain the work schedule shall constitute a material breach of the Contract for which the Director may terminate the Contract pursuant to Section 3.16.

- 2.4.3 Issuance of Notices and Procedures. The Contractor shall issue appropriate operating notices and procedures consistent with Contract requirements and subject to approval by the CA.
- 2.4.4 Film Permits. The Contractor shall reserve all film company parking authorized by the County. The Contractor shall monitor all activities of film companies and shall be present at the lot at the beginning and ending of permit times. The Contractor shall provide a summary of the film company parking procedures in the Work Plan (Form P-2).
- 2.4.5 Locking and Unlocking Gates. Daily, at the opening and closing times shown on Exhibit 2, the Contractor shall lock and unlock gates at the Washington, Venice, Rose Avenue, and Chace Park Parking Lots, and shall lock the gates at 62nd Street and Will Rogers 2 and 3 Parking Lots, or any other lots designated by the County regardless of whether a parking attendant is on duty at the time.
- 2.4.6 Enforcement of Parking Ordinance in Marina del Rey. The Contractor shall assist the Department in enforcing the County Harbor and Maritime Ordinance (County Code Chapter 19.12) by notifying the CA of any violation in the Marina del Rey Parking Lots of Los Angeles County Code section 19.12.1330 (vehicle or trailer parked over 48 hours in public parking areas must register with DBH; vehicles used for human habitation prohibited from parking between 2:00 a.m. and 6:00 a.m. in public parking areas unless registered with DBH).

## 2.5 ACCOUNTING AND CASH CONTROL PROCEDURES

2.5.1 Fee Schedule. The Contractor shall daily collect parking fee payments at all Parking Lots, except at metered Parking Lots. The Contractor shall collect County-approved parking fees in accordance with the Department's fee schedule pro-

vided by the CA from each individual or group who occupies a parking space or spaces, other than individuals and groups entitled to waiver of fees as listed in Exhibit 3. The Contractor shall observe such modifications to the fee schedule and fee waivers as may be made by the Director and the Board of Supervisors in their sole discretion over the Contract term.

- 2.5.2 Parking Occupancy Tax Collection. The Contractor shall, along with the parking fee payments, collect all parking occupancy taxes that may be imposed by any municipality or other governmental entity and shall remit them to the County for payment to the taxing entity.
- 2.5.3 Payment of Taxes by Contractor. In addition to all other taxes that the Contractor may be required to pay by reason of the Contract work, the Contractor shall pay any and all possessory interest taxes and other taxes of any kind that may be assessed on account of its operation of the Parking Lots.
- 2.5.4 Method of Payment. Unless the County authorizes another payment method in writing, all parking fees shall be collected in cash. However, monthly fees and film company fees may be paid by personal check, credit card or travelers check. The Contractor shall accept credit cards as and when directed by the County in writing to do so.
- 2.5.5 Meters and Other Collection Devices. The Contractor shall empty parking meters and other collection devices not less than three times weekly on Monday, Wednesday and Friday of each week before 10:00 a.m. Devices in a single Parking Lot shall be emptied daily if collections for that Parking Lot exceed \$100 per day. If available, the Contractor shall, as appropriate, record, collect and maintain any tape or other transaction record maintained by the collection device.
- **2.5.6 Monthly Parking Fees.** The Contractor shall bill and collect monthly parking fees on a monthly basis in advance and shall issue receipts for and keep records of such collections.
- 2.5.7 Deposit of Collections. The Contractor shall deposit all parking fee payments to the credit of the Department in an account established by the Director in a financial institution within Los Angeles County. The Contractor shall prepare the deposits for the armored service and a duplicate copy of the deposit receipt showing the amount collected to the Department's financial office at 13483 Fiji Way, Marina del Rey, or such other location as the Director may specify in writing.

- 2.5.8 Fraud Losses. The Contractor shall be responsible for any losses resulting from the deposit of counterfeit bills and checks that are not negotiable because of insufficient funds or other reasons.
- 2.5.9 Accounting and Cash Control Procedures. The Contractor shall establish and maintain procedures for the accounting and control of cash and negotiable instruments from the time of collection by the Contractor to the time of delivery to the County provided armored transit service. All such accounting and cash control procedures shall be submitted by the Contractor to the Director for approval before the date of commencing the Contract work and on or before each annual anniversary of this date over the Contract term and any extension periods. Failure on the part of the Contractor to establish and maintain accounting and cash control procedures shall constitute a material breach of Contract for which the Director may terminate the Contract in accordance with Section 3.16.
- 2.5.10 Use of Parking Tickets. The Contractor shall use prenumbered, sequential, onepart parking tickets generated by the KIS ticketing machines provided by the County. In the event the KIS ticketing machine is not available, the Contractor shall use manual parking tickets. The Department may direct that the Contractor's phone number, web site address and other contact information are to be printed on the tickets. The tickets shall be used by the parking attendants in accordance with the approved accounting and cash control procedures in this Section 2.5. When issuing a ticket, the Parking Lot attendant shall place it in the vehicle face-up on the driverside of the dashboard or as directed by the CA. The parking attendants shall return all voided parking tickets to the parking supervisors at the end of each shift. The Contractor's employees shall daily record the total number of tickets issued by the payment amount, the beginning and ending numbers on the car counter and the starting receipt number and closing receipt number.
- 2.5.11 Electronic Car Counters. The Contractor shall use electronic car counters where they are installed.
- 2.5.12 Use of Cash Canisters. Where available, the Contractor shall use cash canisters that can be locked and unlocked only by the parking supervisors and receptacles that lock the canisters into place in those Parking Lots where cash is collected by parking attendants. The Parking Lot attendants shall return cash canisters to the per-

- sons responsible for reconciling the fee collections with the daily records.
- 2.5.13 Secure Counting Area. The Contractor shall use a secure structure in an area other than a Parking Lot to count cash and reconcile revenue with car counts and tickets issued.
- 2.5.14 Use of Accountant--Recommended Procedures. The Contractor shall use procedures recommended by the certified public accountant pursuant to Section 2.8.15.2 as directed in writing by the Director.
- 2.5.15 Control of Change Funds, Keys and Canisters. The Contractor shall control and record the issuance of change funds, keys, and canisters by parking supervisors to the parking attendants. The Contractor's parking attendants shall return change funds, keys and logs to parking supervisors at the end of each shift.
- 2.6 MATERIALS, FIXTURES, EQUIP-MENT, SUPPLIES, UTILITIES, MAINTENANCE AND REPAIRS
- 2.6.1 Contractor's Obligation. The Contractor shall, at its expense, furnish all materials and supplies that are required for the performance of the Contract work. Notwithstanding this section, the County may at its expense furnish, install and require the Contractor to use any materials, equipment, fixtures and supplies the County deems necessary for the performance of the work.
- 2.6.2 Utilities. The County shall provide and pay for all natural gas, electricity and water consumed in the operation of the Parking Lots. The County shall not be liable to the Contractor for damage or losses that occur by reason of defect or impairment of any utility system, water system, air conditioning apparatus or electrical wires that serve the Parking Lots. The Contractor shall be liable to the County for material waste of utilities caused by the negligent or intentional acts of its employees.
- 2.6.3 County's Duty to Repair and Maintain. Except as provided in Section 2.6.4, the County shall be responsible for structural maintenance of the Parking Lots and for maintenance, repair and replacement of all equipment, fixtures and improvements on the Parking Lots.

The County shall at its expense maintain, repair and replace parking meters, pavement, bumper stops, striping, lighting fixtures, retaining walls and drainage systems within the Parking Lots; shall remove trash and debris from refuse containers; and shall provide for regular sweeping of the Parking Lots. The Contractor shall notify the County orally within 12 hours, and in writing within 24 hours, following its discovery or observance of any conditions which reasonably indicate that repair work or maintenance is required.

2.6.4 Contractor's Duty to Repair and Maintain. Notwithstanding Paragraph 2.6.3, the Contractor shall, at its expense, to the satisfaction of the County, be responsible for replacing broken gate arms, cleaning the exterior of equipment, cleaning signage and minor graffiti, and reporting all other maintenance problems to the Department.

The Contractor shall repair and replace to the County's satisfaction any equipment or structure that is damaged by the Contractor's employees or, in the Director's sole discretion, shall reimburse the County's reasonable cost of performing such repair.

The Contractor shall keep in good repair and maintain whatever equipment it installs and/or provides.

- 2.6.5 Maintenance and Security of Parking Lots. Contractor shall ensure the safe, clean and sanitary condition of the Parking Lots during operating hours. Services to be performed include, but are not limited to, the following:
- Inform the CA orally within 12 hours, and in writing within 24 hours, upon discovering that facility equipment belonging to County is in need of repair, including that listed in Exhibit 13;
- Post instructions for vehicles exiting after hours;
- Notify the CA immediately when there is a water leak or a faulty sprinkler system;
- Provide and maintain adequate access in accordance with applicable federal, state and local law to people with disabilities;
- Ensure that no signs or advertising matter of any kind are displayed on County property unless first approved in writing by the CA;
- Furnish and install warning signs, as needed;
- Notify CA to remove major graffiti on property, etc. upon its discovery;
- Immediately inform CA of hazardous conditions observed in Parking Lots;
- Furnish and install traffic cones and arrows, as needed; and

- Notify the CA of damage to painted surfaces, including pillars and walls, from tire marks, smudges, etc.
- Report witness of any damage to equipment by parking patrons.
- 2.6.6 Report Parking Meter Malfunctions. The Contractor shall report to the CA any parking meters in any metered Parking Lot that need to be repaired or replaced, immediately upon notice of problem.
- 2.6.7 Installation of Devices; CA Approval of Contractor-Provided Items. The Contractor may install and use entry control devices, exit spikes and warning lights and cash collection devices. These and all materials, labor, fixtures and equipment furnished by the Contractor shall be subject to the approval of the CA.
- 2.6.8 CA Approval for Modifications. The Contractor shall not make any alterations to the existing equipment, structures, fixtures or Parking Lots except with the written permission of the CA.
- 2.6.9 Contractor to Furnish Safety Equipment. At its own cost, the Contractor shall furnish and maintain in each Parking Lot a fire extinguisher, flares, flashlight, flashlight batteries, and first-aid kit approved by the CA. Used fire extinguishers shall be refilled and missing fire extinguishers replaced. Fire extinguishers shall be serviced annually before the expiration date by persons licensed by the California Fire Marshal.
- 2.6.10 Security of Equipment. The Contractor is responsible and must provide for the security of all supplies and equipment used in the course of the Contract at the parking facility and those areas under the Contractor's control. The Contractor shall replace all stolen or lost County property with like kind and quality.
- 2.6.11 Removal or Return of Signs, Materials, Devices; Reimbursement. Within 10 days after the date of expiration or termination of the Contract, the Contractor shall, at its own expense, remove all signs, materials and devices it has furnished unless notified by the Director in writing that they are to be left in place. The removal of such items shall be accomplished in such a manner as to minimize any disruption of parking services and Contractor shall be responsible for restoring the facility to its original condition. The Contractor shall be reimbursed by the County for any signs, materials and devices furnished by the Contractor that the Director elects to retain. The amount of such reimbursement shall be equal to

the Contractor's cost, as evidenced by the original invoice, less accumulated depreciation computed over the Contract term. Upon expiration or termination of this Contract, without additional compensation, the Contractor shall return all Countyfurnished equipment in an operable state and otherwise in the same condition as when provided to the Contractor, less reasonable wear and tear as determined by the County.

- 2.6.12 Uniforms. The Contractor shall, at its own expense, furnish a uniform to each employee who is assigned to perform parking services. The uniform shall be subject to the approval of the CA and shall be worn at all times during the course of the employee's performance of the Contract work and shall be cleaned and replaced in accordance with a schedule approved by the CA.
- 2.6.13 Identification Badge. The Contractor shall furnish a visible photo identification badge to each employee who is assigned to perform the Contract work. The badge shall be subject to the approval of the CA and shall be worn at all times the employee is on duty.
- 2.6.14 Signs. The Contractor shall furnish permanent signs for the Parking Lots, other than metered Parking Lots, informing the public of the amount of the parking fee and the name and telephone number of the Contractor. The signs shall be subject to applicable design and construction standards and the approval of the CA. One shall be posted at the entrance of each Parking Lot and at other locations necessary to the efficient operation of the Parking Lots and shall be kept clean and free of graffiti.
- 2.6.15 Telephones. The Contractor shall, at its own expense, install and maintain telephones or provide wireless communications at all Parking Lots to communicate with the parking attendants and shall provide its staff with a list of telephone numbers for emergency services, supervisors and Departmental contacts. The Contract shall allow the CA reasonable use of the telephone equipment in the course of the CA's duties.

#### 2.7 ACCEPTANCE AND MODIFICA-TION OF FACILITIES AND SERVICE AREA

2.7.1 Contractor's Acceptance of Facilities. The Contractor acknowledges personal inspection and evaluation of the Parking Lots, improvements and fixtures and the extent to which their physical condition will affect its performance of the Contract work. The Contractor accepts the Parking Lots and related facilities in their present physical condition, and agrees to make no de-

mands upon the County for any changes to be made before or after commencement of the Contract term.

### 2.7.2 Modification of Parking Lots by Contractor

- 2.7.2.1 The Contractor may modify the Parking Lots at its own cost, upon written approval by the Director, of the construction plans, specifications, costs, and scheduling for the changes to be made.
- Modifications by the Contractor not 2.7.2.2 approved in writing by the Director shall upon notice by the Director be immediately restored by the Contractor at the Contractor's cost to original condition as determined by the Director. If the Contractor fails to restore the facility within a reasonable time period specified by the Department, the County may restore the facility and the Contractor shall be liable for the County's costs, including lost revenue resulting from the unauthorized modification and/or loss of use during the restoration, if any. In any proceeding for such lost revenue, it shall be presumed that the amount of revenue that would have been produced but for the Contractor's unauthorized modification and subsequent cure period equals that produced during the same months and days in the County fiscal year that yielded the most revenue of the three County fiscal years preceding the date of cure, plus an increase in accordance with the Consumer Price Index.
- 2.7.3 Modification of Parking Lots by Department. Notwithstanding any other provision of the Contract, the Department, in the sole discretion of the Director, may at its own cost modify the size, configuration or capacity of a Parking Lot at any time upon 30 days' written notice to the Contractor identifying the nature of the modification. To the extent such modification results in necessary revisions to staffing levels, the Contractor's compensation shall be adjusted in accordance with Section 1.4.3 and 1.4.4.
- 2.7.4 Addition of Parking Lot. The Director may in his sole discretion add Parking Lots to the Contract in accordance with Section 1.4.3. The Contractor's compensation shall be adjusted in accordance with Section 1.4.3.
- 2.7.5 Deletion of Parking Lot. The Director may in his sole discretion delete Parking Lots from the Contract in accordance with Section 1.4.4. Such deletion may include withdrawal of the RV Park from the Contractor's service area and scope of work. The Contractor's compensation

shall be adjusted in accordance with Section 1.4.4.

#### 2.8 REPORTS AND LOGS

- 2.8.1 Records to Be Available to County Staff. Contractor's records, reports and logs pertaining to the Contract, whether or not submitted to the Department, shall be available for inspection and copying by the CA and other County staff in accordance with Section 3.11.
- **2.8.2 Deposit Slips.** The Contractor shall maintain deposit records and submit deposit slips daily to the Department's financial office.
- 2.8.3 Parking Ticket Records. The Contractor shall retain all KIS ticketing machine reports or any unsold manual tickets until audited by the CA or as provided in Section 3.11.
- Daily Parking Lot Log. The Contractor's parking attendants at each Parking Lot shall daily record in a log the name of the parking attendant who opens and closes the Parking Lot, the number of cash canisters used during the day and their control numbers, the opening and closing parking ticket numbers, the opening and closing car counter numbers, the time of opening and closing, the time of a change in shifts, the name of each parking attendant and any notice provided the CA regarding maintenance requirements and hazardous conditions. The Daily Parking Lot Log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.
- Incident Reports. In addition to the matters required to be reported under Section 3.9.5, the Contractor's supervisory staff shall submit to the CA a written report of any theft, property damage, bodily injury, assault, firearms violation, vandalism or other trouble that involves or takes place in a Parking Lot managed by the Contractor under this Contract within 12 hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage over \$250, the Contractor shall immediately notify the CA by telephone in addition to submitting an incident report. The report shall state, in appropriate detail. the nature, date, and time of the incident, and the individuals and police agency involved. Contractor staff observing the incident shall report and verify the information and the employee's supervisor shall approve the report. The Contractor shall retain a copy of these reports during the term of the contract.

- Complaint Log. The Contractor shall establish and maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA about the Parking Lots, including by way of example without limitation, complaints about employee appearance, attitude and work, Parking Lot cleanliness and maintenance, equipment operation, and parking fees. The log shall contain the date of receipt of the complaint, nature of the complaint, action taken or the reason for inaction, and the date of the correction. A copy of the complaint and its resolution shall be submitted to the CA no later than 10 days from the Contractor's receipt of the complaint. A copy of the complaint log for each month of the Contract shall be submitted to the CA with the other reports to be submitted to the CA at monthly intervals.
- 2.8.7 Cash Drop Log. The Contractor's attendants shall make a record each time cash is deposited (dropped) into a Parking Lot safe or cash canister. The record will be written on the daily report and submitted separately from the cash drop. The record shall include the sequential number of the cash drop, the location, the date and time of the drop, the amount, the cashier's signature, and the supervisor's signature verifying the date and time the supervisor picked up the drop. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.
- 2.8.8 Daily Free Entry Log. The Contractor's parking attendants shall record each free entry into the Parking Lots. The log entry shall include the name of the patron, the patron's signature, the vehicle's full license number or County truck number, and the reason for allowing free entry. The supervisor shall review and approve the log. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.
- 2.8.9 Daily Cashier Report. The Contractor's parking attendants shall prepare a Daily Cashier Report for each Parking Lot. The report shall show the starting and ending ticket number and activity counter reading for each shift, the amount of the change fund received by each attendant upon starting the shift, the amount of the change fund returned at closing and the total number of activities and tickets for the day. The supervisor shall verify the activity counter reading

and last parking ticket number at closing. The report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

- 2.8.10 Parking Meter Revenue Report. The Contractor shall prepare a Meter Revenue Report each time parking meters are emptied. The report shall show the date and time of collection, the Parking Lot, the amount collected and verification of amounts collected by the Contractor's employee and a supervisor. Collection of cash frommeters shall be witnessed and the amount collected verified by a supervisor. The report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. The Contractor shall retain the log as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.
- 2.8.11 Pay and Display Fee Collection Machine Report. Each day that fees are collected from pay-and-display and other automated collection machines, the attendant performing the collection shall include a printed report showing the date and time of the collection, the Parking Lot, the amounts collected, starting counter numbers from the previous report, and ending counter numbers. The report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.
- 2.8.12 Daily Deposit Summary. Daily, the Contractor shall have an employee other than a parking attendant or supervisor open the safe or cash canister, if any, and count the money by location. The Contractor's employee shall prepare a deposit receipt and shall reconcile the amounts collected to the amounts recorded on the Daily Cashier Reports, Meter Revenue Reports, and Fee Collection Machine Reports. The Daily Deposit Summary shall be delivered to the Department's financial services office with copies of the deposit slips and the Daily Activity and Revenue Report.
- 2.8.13 Daily Activity and Revenue Report. The Contractor shall daily submit with the deposit receipts an Activity and Revenue Report prepared

by the Contractor's employees (other than the parking attendants and supervisors). It shall reconcile the day's parking fee collections by summarizing the cashiers' daily reports and finding agreement with the amount of collections deposited or stating the amount by which the deposit fails to agree with the summary and the reason for such disagreement. The summary shall include a report of activity and revenue for each day itemized by Parking Lot and totaled for all Parking Lots. The report shall include all payments received by the Contractor on account of the Contract work and shall set forth:

- The amount of parking fees collected;
- Amounts collected on account of city parking taxes and other taxes;
- The number of daily vehicle entries and the fees paid on account of such entries;
- · The number and types of free entries;
- The amounts paid, number, type and account number of prepaid and monthly entries;
- · Amounts collected from meters;
- Amounts collected from pay-and-display or other collection machines;
- The number of any validated parking hours and fees paid by validating businesses, if any;
- The parking ticket series sold;
- The beginning and ending vehicle counts by the automated vehicle counters;
- The amount of parking fees collected from film companies, special or private prepaid events and name of payee; and,
- Other information requested by the CA.
- 2.8.14 Monthly Activity and Revenue Reports. Not later than the 15<sup>th</sup> of each month, the Contractor shall provide the CA a Monthly Activity and Revenue Report in form and content acceptable to the CA, reporting on the monthly activity and revenue for each Parking Lot in the month just ended. The Report shall include the following information, itemized by Parking Lot and totaled for all Parking Lots:
- The amount of parking fees collected during the period;
- Amounts collected on account of city parking

#### taxes and other taxes;

- The number of daily vehicle entries and the fees paid on account of such entries;
- The number and types of free entries;
- The amounts paid, number, type and account number of prepaid and monthly entries;
- The number of any validated parking hours and fees paid by validating businesses, if any;
- The parking ticket series assigned to each Parking Lot and sold during the period;
- The beginning and ending vehicle counts by the automated vehicle counters for the month;
- Delinquent monthly parking fees by account name and number;
- The amount of parking fees collected from film companies, special and private events and names of payees; and,
- Other information requested by the CA.

#### 2.8.15 Independent Audit Reports

- 2.8.15.1 The Contractor shall engage and pay for a certified public accountant approved by the Director to audit the Contractor's records of the Contract work and provide the specified reports.
- 2.8.15.2 Within 45 days following the effective date of the Contract and thereafter in each Contract Year between October 16 and December 31, the certified public accountant shall report on the adequacy of the Contractor's accounting and cash control procedures and shall recommend any changes that will enable the auditor to certify the semi-annual audit report specified in Section 2.8.15.3. The report shall be provided by the certified public accountant to the Director.
- 2.8.15.3 Not later than March 30, 2006 and at the end of each six-month interval thereafter during the Contract term and any extension periods, the certified public accountant shall audit the Contractor's internal records and those submitted to the County and shall report on the accuracy of the monthly revenue reported from each Parking Lot. For each month of the six month period, the certified public accountant shall identify and explain any substantial fluctuation in revenue from the previous month in the current year and from the same month in the previous year. The report shall be provided by the certified public accountant to the Director, who may take appropriate action in accordance with the Contract and County policy.

#### **QUALITY ASSURANCE**

#### 2.9 General Requirements

- 2.9.1 The Contractor shall observe, at a minimum, the standards set forth in this Section 2.9, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.
- 2.9.2 The Contractor shall meet deadlines set by the CA.
- **2.9.3** The Contractor shall strictly comply with the financial control requirements of the Contract.
- 2.9.4 The Contractor shall complete reports required by the Contract on time.
- 2.9.5 The Contractor's employees shall appear on time for meetings and conduct themselves professionally.
- **2.9.6** The Contractor's employees shall strictly adhere to staffing schedules.
- 2.9.7 The Contractor shall report hourly services accurately.
- 2.9.8 The Contractor shall return calls of County agents, employees and contractors promptly in accordance with Section 2.1.6.3.
- 2.9.9 The Contractor shall not allow its insurance to lapse. The Contractor's proof of insurance for each required policy shall comply with Contract requirements in all respects, including but not limited to State authorization of insurer, presence of each required coverage, and policy limits.
- Performance Evaluation. The County or 2.10 its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, including any specific compliance date, the County may terminate this Contract or impose other penalties as specified in this Contract.
- 2.11 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (included in the Work Plan, Form P-

- 2), which is hereby incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director. The Contractor shall maintain the Quality Control Plan by making modifications as approved or directed by the Director. Updated copies must be provided to the Director as changes occur. The plan shall include, but not be limited, to the following:
  - An inspection system that covers all services listed in the Performance Requirements Summary. Activities that will be inspected must be specified; if they will be inspected on a scheduled or unscheduled basis; how often inspections will occur; and the title of the individual(s) who will perform the inspection(s).
  - The method(s) for identifying and preventing deficiencies in the quality of services performed.
  - Maintenance of a file for all inspections conducted by the Contractor, and corrective action taken, if necessary. Inspection documents shall be made available to the CA during the Contract term.
  - Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.
  - The Contractor shall perform at least one surprise cash count each quarter of the Contract Year for each Parking Lot. The Contractor shall provide the County with copies of the reconciliations. Upon the request of the County, Contractor shall allow the CA or other County representative to attend any surprise cash count.
- 2.12 Inspections. The Contractor's Representative or a supervisor shall make daily inspections of the Parking Lots and correct or report cleaning and maintenance problems as needed. County staff shall have access to the Parking Lots for the purpose of inspection at any time.
- 2.13 Audits and Cash Counts. The Contractor acknowledges and agrees that the County has the right at any time without notice to enter any area under the Contractor's control on County property for the purpose of inspecting, auditing and performing cash counts. The Contractor and its staff shall cooperate in all such activities.

2.14 Safety and Accident Prevention. While performing any work under the Contract, the Contractor shall maintain and operate the Parking Lots in a safe and secure manner. Any violation of County safety rules and regulations, unless promptly corrected, shall be grounds for termination of the Contract.

#### 2.15 Performance Standards

- 2.15.1 The methods and standards by which Contractor's performance shall be evaluated include, but are not limited to, those described in the Performance Requirements Summary (Exhibit 5).
- 2.15.2 The Contractor agrees to and accepts the provisions of the Performance Requirements Summary, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

## 2.16 Discrepancy Reports and Liquidated Damages

- 2.16.1 Failure to perform the Contract in accordance with the Performance Requirements is considered unacceptable. The CA may issue a Discrepancy Report (DR) (Exhibit 11) to the Contractor in any failure to comply with the Performance Requirements or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.
- 2.16.2 The Contractor shall immediately correct unacceptable performance and shall explain in writing within seven days of the date of the DR what caused the unacceptable performance, how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner and amount described in Exhibit 5 or proceed with Contract termination as provided in Section 3.16.
- 2.16.3 In any case of the Contractor's failure to meet the Performance Requirements stated in Exhibit 5, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 5 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages

shall be construed to waive the County's right to reimbursement for damage to its property or indemnity against third-party claims.

- 2.16.4 The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - All the time limits and acts required to be done by both parties are of the essence of the Contract;
  - The parties are both experienced in performance of the Contract work;
  - The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is a savings in the cost of work previously performed by employees of the County, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and condition of the Contract:
  - The parties are not under any compulsion to contract:
  - The Contractor's acceptance of the as-

- sessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- Except where the County has incurred the cost of obtaining substitute performance or terminating the Contract, it would be difficult for the County to prove whether a failure to perform the Contract work for which a liquidated sum has been provided in Exhibit 5 will have resulted in a loss of its savings in the costs of the work to be performed or the exact amount of the damages incurred; and
- The liquidated sums specified in Exhibit 5 represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

## LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR PARKING LOT MANAGEMENT SERVICES

#### PART THREE - STANDARD CONTRACT TERMS AND CONDITIONS

#### 3.1 LIMITATION OF COUNTY'S OB-LIGATION IN CASE OF NON-APPROPRIATION OF FUNDS

- 3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
- 3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

## 3.2 NONDISCRIMINATION IN EMPLOYMENT

- 3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.
- 3.2.3 The Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

- 3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.
- If the County finds that any of the 3.2.5 above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract. The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.
- 3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

## 3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 3.4.1 The Contractor agrees to comply with all applicable federal, state, county and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.
- 3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign na-

tionals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

- 3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.
- 3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

## 3.6 COVENANT AGAINST CONTINGENT FEES

- 3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.
- 3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

## 3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

- 3.7.2 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 3.7.3 Among other items, such improper consideration may take the form of cash, discounts, services, or the provision of travel or entertainment or tangible gifts.
- 3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

#### 3.9 INSURANCE

- 3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
- 3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:
- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 3.9.3 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.
- 3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
- 3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:
- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury

Report" to the County contract manager.

- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.
- 3.9.6 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- 3.9.7 Insurance Coverage Requirements for Sub-contractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- (1) Contractor providing evidence of insurance covering the activities of sub-contractors, or
- (2) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.
- 3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.7 in the amounts specified.
- 3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:

\$2 million

Products/Completed Operations Aggregate:

\$1 million

Personal & Advertising Injury

\$1 million

Each Occurrence:

\$1 million

- 3.9.8.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- 3.9.8.3 Crime coverage insurance with limits in an amount not less than \$500,000 covering against loss of money, securities, or other property referred to in this agreement and naming the County as loss payee as to the risks of employee dishonesty; forgery or alteration; theft,

disappearance and destruction; computer fraud; and burglary and robbery.

3.9.8.4 Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:

\$1 million

Disease - policy limit:

\$1 million

Disease - each employee: \$1 million

## 3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

- 3.10.1 Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.
- 3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of workers' compensation liability.
- 3.10.3 Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

#### 3.11 RECORD RETENTION AND IN-SPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

#### 3.12 AUDIT SETTLEMENT

- 3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either repaid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.
- 3.12.2 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.
- 3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.
- 3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision or any other provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies available in law or equity.

#### 3.15 DISCLOSURE OF INFORMATION

- 3.15.1 The Contractor shall not disclose any details in connection with the Contract to any party, except as may be required by law.
- 3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:
- (1) All publicity shall be presented in a professional manner.

- (2) The name of the County shall not be used in commercial advertisements, press releases, opinions or feature articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.
- (3) The Contractor may list the Contract in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

#### 3.16 COUNTY'S REMEDIES FOR DE-FAULT

- 3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.
- 3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.
- 3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.
- 3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall

continue performance of any part of the Contract work not terminated.

- 3.16.5 Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. If the failure to perform is caused by the default of a subcontractor arising from causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.
- 3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).
- 3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

#### 3.17 DEFAULT FOR INSOLVENCY

- 3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:
- (1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.
- (2) The filing of a voluntary petition to have the Contractor declared bankrupt.
- (3) The appointment of a receiver or trustee for the Contractor.

- (4) The execution by the Contractor of an assignment of the Contract for the benefit of creditors.
- 3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

#### 3.18 TERMINATION FOR CON-VENIENCE OF THE COUNTY

- 3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective.
- 3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state or federal authorities. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.
- 3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.
- 3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with an inspection or audit.

- 3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.
- NOTIFICATION. Except as other-3.20 wise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice. be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in Form P-1 or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

#### 3.21 CONFLICT OF INTEREST

- 3.21.1 The Contractor represents and warrants that the statements set forth in the conflict of interest certification of its Proposal are true and correct.
- 3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.
- **3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

#### 3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the prior written consent of the Director. Any delegation of duties or assignment of rights under the Contract without the express written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

#### 3.23 SUBCONTRACTING

- 3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director. Any subcontract of the Contract work without the express written consent of the Director shall be null and void and shall constitute a breach for which the Contract may be terminated.
- 3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:
- (1) A description of the work to be performed by the subcontractor:
- (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.
- 3.23.3 In the event the Director should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the subcontractor.
- 3.23.4 In the event the Director should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.
- 3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall

not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director before such modification or amendment is effective.

#### 3.24 CHANGES AND AMENDMENTS

- **3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.
- 3.24.2 A change which does not materially affect the scope of work, period of performance, compensation, method of payment, insurance, performance guaranty or other material term or condition of the Contract shall be effective upon the Director and the Contractor signing a change notice or other writing reflecting a modification of the Contract.
- 3.24.3 The Director may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially affect the work. Such extensions shall not be deemed to extend the term of the Contract.
- 3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contractor are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.
- 3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be so construed.
- 3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor to performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

## 3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

- 3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.
- 3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.
- 3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOY-MENT LIST OR TARGETED FOR LAYOFFS. Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

# 3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

#### 3.31 COUNTY'S CHILD SUPPORT COM-PLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered

child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default" and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

### 3.32 COMPLIANCE WITH LIVING WAGE PROGRAM

3.32.1 Living Wage Program. This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit 10 and incorporated by reference into and made a part of the Contract.

#### 3.32.2 Payment of Living Wage Rates.

3.32.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an

exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

- (a) Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- (b) Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
- For purposes of this Section, "Con-3.32.2.2 tractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.
- 3.32.2.3 If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 3.32.2.4 If Contractor is not required to pay a

living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event. Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

3.32.3 Contractor's Submittal of Certified Contractor shall submit Monitoring Reports. to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

3.32.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

- 3.32.5 **County Auditing of Contractor** Upon a minimum of twenty-four (24) Records. hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.
- 3.32.6 Notifications to Employees. Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.
- **3.32.7** Enforcement and Remedies. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
- 3.32.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not

- properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- (a) Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- (b) Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.
- (c) Termination. Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.
- 3.32.7.2 Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- (a) Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation
- Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.
- (c) Termination. Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.
- **3.32.8 Debarment.** In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.
- 3.32.9 Use of Full-Time Employees. Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is

- understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.
- 3.32.10 Contractor Retaliation Prohibited. Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.
- 3.32.11 Contractor Standards. During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.
- 3.32.12 Neutrality in Labor Relations. Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

# 3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- **3.33.1** A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County

Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractors quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.33.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

**3.33.7** These terms shall also apply to subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

3.35 CONTRACTOR TO USE RECYCLED PAPER. The Contractor shall use recycled-content paper to the maximum extent possible on all work performed under this Contract.

# 3.36 COMPLIANCE WITH JURY SERVICE PROGRAM.

**3.36.1 Jury Service Program**. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

# 3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code) Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number

is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

**3.36.2.4** Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### 3.37 SAFELY SURRENDERED BABY LAW

#### 3.37.1 Notice to Employees Regarding the

Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at <a href="https://www.babysafela.org">www.babysafela.org</a> for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

# 3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT.

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

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

ten above.	e, has executed the same, as of the day, month, and year
	Parking Concepts, Inc., A California Corporation
	By Robert Mindle
	COUNTY OF LOS ANGELES
	By Chair, Board of Supervisors
ATTEST:	
Violet Varona-Lukens Executive Officer-Clerk of the Board of Supervisors	
By Deputy	
APPROVED AS TO FORM:	
RAYMOND G. FORTNER, JR. County Counsel	
M/M	

# REQUEST FOR PROPOSALS—PARKING LOT MANAGEMENT SERVICES OFFER TO PERFORM and PRICE PROPOSAL

Proposer:	ame PARKING	CONCEPTS	INC.			
	ddress 1801 S.	. Georgia :	Street			
	Los And	geles, CA	00015			
	hone (213) 746	5-5764	Fax (213)	746-3654		· .
To: Director, Depart	ment of Beaches and	Harbors				
Proposer, responding to the Harbors, offers to provide performance of this work option of the Director may be exercised separately in the compensation for Proposers.	parking lot management that are set forth in the F be extended for two add a succession.	I services at the s RFP. Such servic litional, consecut	pecified County es shall be perf ive, optional Co	facilities on the te ormed during a th ntract Years. The	rms and condit hree-year term two one-year o	ions for the that at the ptions sha
subject to the limitations p defined in the RFP annua	rovided in the Contract.	Contractor guard	antees it will pro	duce not less than	1 \$5,145 gross	revenue a
The proposal is subject to	the following additional	conditions:				
	•		<u> </u>		· .	Y
			· 		<del></del>	r.
(Conditions that reject, lin					iection.)	
This offer shall be irrevoc	able for a period of 120	days after the fir	nal date for sub	nission.		
Proposer is a(n):	Dindividual	Ecorporation.	□partn	ership or joint ve	nture	
	Ilimited liability compan			1801 S.	Georgia	St.
State of organization:	alliornia	Principa	l place of busin	ess: Los Ange	eles, CA	90013
Out of state vendor's auth	norized agent for service	e of process in C	alifornia:			
NameN/A	Address			Phone		
The Proposer represents the Proposer in any matter			the following pe	rsons are individu	ually authorized	l to comm
ROBERT HINDLE Vice Pa	resident (213) 74	6-5764 -		<u>-</u>	-	
Name Title	Phone	Name		Title	Phon	e .
Dated: August 23, 2005	Proposer's signa	ature Zolo	ill Ass	ndee		<u>-</u>
		ROBERT		Vice Presider	nt (213) 74	6-5764

#### STAFFING PLAN AND PRICE PROPOSAL

Fill in all of the unshaded boxes This chart will be used for a variety of purposes as follows.:

- The first three columns (relating to "Standard Staffing Hours") represent the level of parking services required by the Contract for the attendant, supervisor and Contractor Representative categories and represent totals generated from Exhibit 4 (Standard Staffing Level). The "Other Personnel" category will be used by the County to assist in evaluation of the adequacy of the Proposer's Work Plan (Form P-2).
- The next column ("Hourly Wage") should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 10).
- The second-to-last column ("Proposed Price Per Hour For Contract Work") will be used for increases/decreases in the Monthly Compensation for Standard Staffing Level (Exhibit 1) in those instances when changes in staffing levels have been authorized by the Director. The Proposed Price should reflect the hourly wages for attendants and supervisors loaded with benefits and other direct costs, as well as proportional amounts of overhead, profit and support staff costs.

• The last column ("Annual County Cost") will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services as required by Exhibit 4, Standard Staffing Level. In addition, it must equal the "Standard Staffing Hours—Annual" (third column) for attendant and supervisor multiplied by the "Proposed Price Per Hour For Contract Work" (second-to-last column) for those two categories of employees.

		STANDARD STAFFING HOURS SUMMER MONTHS	STANDARD STAFFING HOURS WINTER MONTHS	STANDARD STAFFING HOURS - ANNUAL	HOURLY WAGE	CONTRACTOR'S ANNUAL COST	PROPOSED PRICE PER HOUR	ANNUAL COUNTY COST
	ATTENDANT	26,482	26,846	53,328				
	ATTENDANT (PART-TIME)	6,620	6,712	13,332				
*	TOTAL ATTENDANT HOURS	33,102	33,558	66,660	8.94	*595,940	16.32	1,087,891
	SUPERVISOR	8,266	9,710	17,976	(C)			
*	SUPERVISOR (PART-TIME)	2,066	2,428	4,494				
*	TOTAL SUPERVISOR HOURS	10,332	12,138	22,470	11.75	*264,023	18.20	408,954
*	CONTRACTOR REPRESENTATIVE	1,386	2,618	4,004	\$19.38	\$ *77,598		
	OTHER PERSONNEL				\$	\$		
*	1 Money Counter(s)	1,344	2,240	3,584	\$10.50	\$ *37,632		
*	2 Film Coordinator	480	1,600	2,080	\$10.50	\$ *21,840		
*	3 Clerical/Phones	480	1,600	2,080	\$ 9.50	\$ *19,760		
	HEALTH PLAN	Cong. Sept. Communication				\$ 42,640		
**	OTHER BENEFITS, IF ANY					\$ <b>**</b> 93,915		
***	SUPPLIES					\$ ***42,000		
***	OTHER EXPENSES & OVERHEAD	Since the Control of Control				\$ ****292,347		
***	PROFIT					\$ *****9,150		
	TOTAL (ANNUAL COST TO COUNTY)							\$ 1,496,845

RFP FORMS 5.25 5/25/05

includes:

Payroll Taxes (FICA, Sull, ETT, SDI) and Worker's Compensation insurance Holiday, vacation, OT premium, sick leave, employee awards/bonuses.

Maintenance, supplies, gasoline, lot supplies, fickets, signs, uniforms, office supplies, bottled water, and miscellaneous supplies.

Licenses/bonds, R&M lot and equipment, R&M automobile, alarm system, liability insurance, D&A postage, CPA audits, utilities, telephone, rent, criminal background and DMV checks.

#### FORM P-2 - WORK PLAN

1. JUSTIFICATION OF PART-TIME WORKERS. If your staffing plan (Form P-1) includes any part-time employees, attach a detailed justification why it was necessary to do so. Unjustified failure to use full-time workers may result in disqualification.

Parking Concepts proposal is based on utilizing full-time employees when and wherever possible. Part-time employees will only be utilized to "fill-out" the odd hours associated with a ten- or eleven-hour staffing requirement if this cannot be accomplished with a full-time employee.

During peak summer months, the vast majority of the additional employees required will be scheduled for full-time work. Again, part-time workers will only be used when full-time staff cannot be configured into the schedule.

It should be noted that Parking Concepts operating philosophy, is to the extent possible, to utilize full-time employees at all facilities. We do not utilize part-time employees to circumvent the granting of health benefits, etc. We utilize part-time employees only when necessary to "fill out" a schedule made up primarily of full-time workers. Also, at Parking Concepts, part-time workers are often paid premium wages, not reduced wages. It should also be mentioned that under our Collective Bargaining Agreement (CBA) covering all of our hourly employees, part-time employees are paid the same hourly rate as full-time employees.

Our Staffing Plan and Price Proposal (Form P-1) is based on a ratio of 80% full-time to 20% part-time employees.

Also, any employee that works in excess of 8 hours per day or 40 hours per week, shall be paid at the rate of 1.5 times their hourly rate for any and all such hours. Additionally, all employees are paid via corporate payroll check with appropriate tax withholdings, etc.. Even though somewhat common in our industry, PCI employees are never paid in cash (payroll checks only).

# 2. SUPERVISION. Show the job titles, names and experience of key employees responsible for planning, supervising and inspecting the Contract work. (Attach resumes if available.)

Position	Name	Experience
Contractor's	FRANK VARGAS	Frank is presently the Contract Representative (General
Representative:		Manager) for Parking Concepts' DBH contract. Over the past
General		two years, Frank has contributed greatly to our efforts to
Manager		improve customer service, implement specific operating
manago.		guidelines and tighten revenue control procedures.
		Frank has demonstrated a natural leadership ability and
		accordingly, he has developed a quality staff that is eager to
		learn and willing to follow Frank's direction.
	<b>)</b> .	Prior to assuming the head management position for the DBH
•		contract, Frank operated the extremely busy One Colorado in
		"Old Town" Pasadena (two years) and prior to that, for three
	, in the second second	years he was the Assistant Manager overseeing the extremely
	•	busy City Walk parking operation at Universal City.
	,	Frank also has a background in banking and bank-related
		customer service.
		Frank's education includes two (2) years of full-time enrollment at Glendale College where he studied Business
		Administration and Criminal Justice. He has also completed
		several training/education programs presented by the National
	<b>\</b>	Parking Association, the California Public Parking Association and
	1	the Los Angeles Parking Association.
	}	Frank is the perfect fit for the DBH parking services contract
		and he looks forward to continuing his parking career with
	[	Parking Concepts as the Contract Representative for the County
	}	of Los Angeles Department of Beaches and Harbors Beach and
	İ	Marina del Rey parking management services contract.
*Assistant	LILIAN ALVIZURES	For the past three (3) years, Lilian has done an excellent job as
General		Assistant General Manager for the DBH contract. Lilian has
Manager	•	implemented improved recordkeeping and tracking procedures
,		for the film crew and film company parking arrangements
		which have always been difficult and challenging. Lilian has
	1	also instilled a calm and professional atmosphere in the parking
	· ·	office and the results have been a very businesslike, well
	į ·	organized administrative office.
	1	Prior to joining Parking Concepts in June 2002, Lilian spen
		three (3) years with APCOA/Standard as an Assistant Parking
		Manager for a very large (1,000,000 sq.ft.) commercial offic
	}:	building near Los Angeles International Airport.
		Lilian's responsibilities included scheduling of staff, auditing
	·	revenue processing, overseeing the preparation of all reporting
		and generally assuming the responsibilities of the General Manager during his absence.
<b>.</b>		Lilian gave appropriate notice and left APCOA/Standard t
	1	pursue career advancement opportunities with the rapidle
		growing Parking Concepts. With her career progress, Lilian
		very happy and is hoping to continue in her present position
		for several years to come.
*Cupordoors	ADDI: DIVAC	We are fortunate to have a team of experienced field
*Supervisors	ABEL RIVAS,	supervisors that would objectively have to be rated as ver
	ORLANDO ESCOBAR	
	1	and to excellent () it team has conserved narries
	LETICIA DUBON	good to excellent. Our team has supervisory parking
	LETICIA DUBON ABDUL MAHMOOD	experience ranging from one year to ten years. All are full-tire and work exclusively under the DBH contract. Although w

	TECOTE MADELLES	additions to our line consumers are articipated and believe
	JESSIE MARTINEZ	additions to our line supervisors are anticipated, we believe that the expertise and experience possessed by our team
	NELSON LOZANO	relevant to the unique operating dynamics of this most
1.	SYED HOSSAIN	challenging contract, cannot be matched by any competitor.
	DAVID LARA	curricularis courts of extunor be tristetied by sury combettor.
Supervisor/	SURAFEL MELEKOT	Responsible for revenue collections from all automated and
Collections	001111111111111111111111111111111111111	pay-and-display units. Identify and notify DBH regarding any
OOIIOOIIOIIB		malfunction or necessary equipment repair. Assist ISD when
		and as requested.
	į.	Surafel has demonstrated the ability to provide consistent and
		dependable revenue collection and minor maintenance of the
		various automated units. Surafel enjoys his job and looks
ţ		forward to continuing as Collections Supervisor. Surafel has
	,	worked for PCI under the DBH contract commencing our first
		day of operation on October 16, 2001.
OTHERS:	ERICA GONZALES	Erica has been the Supervisor in charge of the Dockweiler RV
Manager,		Park for the past two (2) years. Prior to that time, she was a
Dockweiler		full-time cashier at the Dockweiler beach parking lot where she
RV Park		worked in conjunction with the Dockweiler RV Park staff.
), · · · · · · · · · · · · · · · · · · ·		Erica has continued to improve her management capabilities
		and has clearly demonstrated that she wants to continue in her
	1	position as Supervisor for the Dockweiler RV Park.
		If Parking Concepts is selected to continue as Contractor for the
	,	Dockweiler RV Park, we intend to enroll Erica and the General
		Manager in the California Travel Parks Association so that they can
1		participate in their specialized training programs and take advantage of their recognized expertise and leadership in the RV Park industry.
Othona	ROBERT HINDLE	In 1964, Bob's parking career began as a parking attendant at
Others: Contract	ROBERT HINDLE	Los Angeles International Airport while attending high school.
Liaison		After completing high school, Bob attended Santa Monica
Liaison	<b>)</b> .	College studying police science and business administration.
		Bob's education has been ongoing ever since having completed
		dozens of specialized courses and seminars directly related to
		parking and contract administration.
		Bob joined the Parking Concepts team in 1990, after spending
1	4.	seven years with AMPCO Parking in project development.
		While at AMPCO, his primary focus was procurement,
		development and retention of major municipal parking
		accounts.
		Prior to joining AMPCO, Bob enjoyed a successful 19-year
		tenure with APCOA. At the time, the country's largest
'		operator of airport parking facilities. During his many years
		with APCOA, (last six years as Vice President), Bob was at one
1		time or another, responsible for many of the major airport parking concessions in the western United States.
		Bob, along with specializing in operations and management of
	}	large multi-faceted municipal contracts, has been personally
		responsible for the leasing, managing, and administering of
1	1	every type of major parking facility, including high-rise office
		buildings, hotels, hospitals, universities, marinas, restaurants,
		upscale valet parking operations, sports stadiums, and special
		event parking. Specifically, Bob secured the County of Los
		Angeles, Department of Beaches and Harbors contracts for
		AMPCO and subsequently five years later, successfully pursued
	·	the Department of Beaches and Harbors parking contract for
[		Parking Concepts.
		Bob, as a member of the senior management team, endorses
		the "team management" approach. He believes strongly that
		client satisfaction is dependent upon providing quality
		customer service and optimum revenue generation. As of
L	<del>   </del>	B

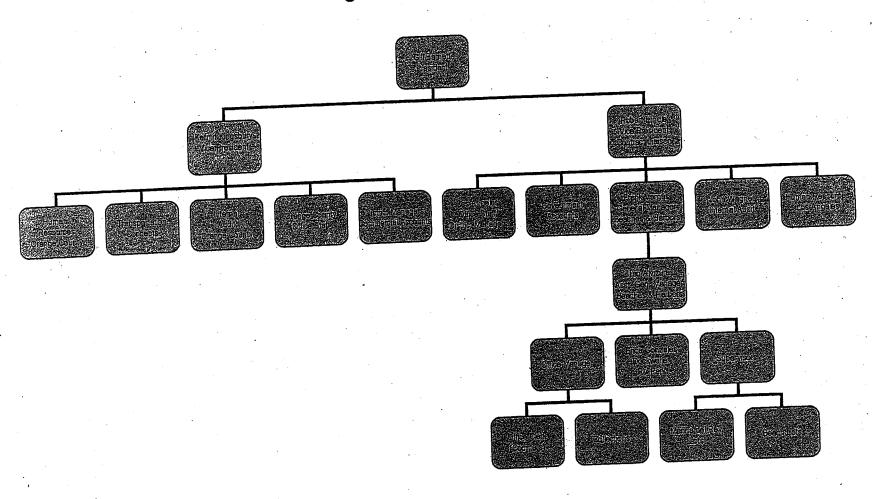
		now, Bob will continue to be actively involved in the
		Department of Beach and Harbors accounts and can be
		counted on to participate in all programs relating to policy,
		procedures or contract compliance. Bob will attend all
·		
		meetings as requested. Bob would expect to spend
	•	approximately 10% of his time on the Department of Beaches
		and Harbors contract.
Internal Auditor	JOHN WAGNER	John joined Parking Concepts in 1990. He was recruited from
meerical riadice.	, , , , , , , , , , , , , , , , , , , ,	APCOA where he had worked from 1972-1990. As an
		Operations Manager at APCOA, John had P&L
•		responsibilities for numerous large parking facilities
	*-	throughout California. Included in his area were many airports
•		including Sacramento Metropolitan, Oakland International,
		Fresno and Palm Springs.
		John's extensive background in handling large, sophistical
	4	"public" parking contracts was the ideal background for
	ľ	assuming the position of Internal Auditor at Parking Concepts.
	ł	John is a Certified Parking Facility Manager (CPFM)
· ·	<b>}</b>	possessing extra ordinary auditing expertise developed over 30
	1	years of hands-on operating experience.
İ	1	John will continue to contribute greatly to assuring the integrity
l de la companya de la companya de la companya de la companya de la companya de la companya de la companya de	ł	of cash receipts at each Department of Beaches and Harbors
		parking location.
1 · m ·		11

3. ADDITIONAL EMPLOYEES. Show the job titles and number or employees other than attendants and employees identified in "Supervision", above, who will be responsible for carrying out Contract requirements (for example, money counting, preparing reports, etc.).

2 FT	
<b>4</b> 11	Count revenue by lot and combine into master deposit on a timely basis for pick up by armored transport seven days per week.
1 FT	Coordinate film crew parking and track payments, certificates of insurance and verify that film crew parking has not exceeded agreed upon conditions. Also, issue and record ticket inventory and track petty cash/operating funds.
1 FT	Assist with report preparation, staffing, answer telephones, and generally assist as needed-where needed.



# Organizational Chart



4. CASH CONTROLS. Describe or attach your plan for cash controls and monitoring compliance with those controls:

## **Accounting and Cash Control Procedures**

With the exception of Fisherman's Village, each location, when staffed, will operate utilizing the KIS ticket dispensing system. The location name will be clearly displayed on each ticket in addition to an approved contract liability limitation statement. The tickets will have Parking Concepts Marina del Rey office telephone number prominently displayed with a short message encouraging the public to call should they have any comments regarding charges, service, etc..

Our ticket inventory is controlled and verified by two (2) independent but cross verifiable procedures. When the KIS machine issues a ticket, a sequence number is printed on the ticket. Additionally, the ticket "roll stock" also has a permanent sequential number printed on each ticket. Both sequence start and stop numbers are recorded for each lane and for each rate, every day.

All ticket information will be secured in our headquarters ticket storage facility and will only be issued to supervisory personnel. When issued, the date, beginning and ending numbers will be recorded in our permanent ticket log register. The ticket log register and the unused ticket inventory will be supported by original invoices from our commercial printer (Digital Printing) which will reference each ticket order and the numerical series, by location.

Each ticket order will commence with tickets numbered 000,001 and will ascend without repetition throughout the term of our contract. The only exception to this procedure would be in the unlikely event that we should surpass 1,000,000 tickets issued. Should such an event occur, we would then select an alternate color and start over with number 000,001.

#### Cashiering Procedures

Commencing each business day (whenever a lot is staffed) the following procedures will be performed at each location.

- A. Prior to actual operation, each parking lot will be inventoried by a supervisor by taking a physical car count and recording the license plates of all vehicles on the lot. The car count and license plate inventory is recorded on the shift report. Concurrent with the lot inventory, the attendant and the supervisor will visually verify that the perimeter is secure and that exit directional spikes (if any) are operating properly.
- B. The "cars on lot" number, when subtracted from the "total lot capacity", should equal "spaces available". These numbers are to be recorded on the shift report.
- C. The "operating ticket number" (for each lane) is to be recorded on the shift report by the supervisor and this number <u>must</u> be the same as the previous business day's "closing ticket number". Any variation in the numerical sequence of the tickets must

immediately be recorded in the incident log and then investigated by the most senior manager or auditor available.

- D. Activity meter readings shall be recorded on the shift report for each lane.
- E. Each cashier will operate with a \$100 change fund and to the extent possible, will be required to place all excess cash, in units of \$100 or more, into a "drop envelop" that is then dropped into the lock box canister. Canister, tickets and change funds will be issued each day to the attendant when he or she reports to the parking control office or their pre-assigned location. Each cashier will have his or her own change fund.
- F. A one-part ticket will be used. For normal prepaid transactions, the ticket will be issued to the customer. The ticket will be visibly placed "number up" on the inside of the vehicle on or about the dashboard area. For "exceptional transactions" such as Fee Waivers, etc., the appropriate information will be neatly recorded on the Fee Waiver Log.
- G. Every vehicle entering the facility, while the attendant is on duty, will be issued a ticket. The only exception would be for a bona fide emergency involving police, paramedics, lifeguards, etc.
- H. The attendant will remain on duty and issue tickets until a supervisor closes out his/her shift. A supervisor will review and verify the closing ticket numbers, activity meter readings and review the accuracy and completeness of the attendant's shift report.

Every cashier/attendant that handles money at any facility will be required to complete a shift report illustrating and itemizing his/her revenue activity. At larger locations, where more than one attendant is handling money at the same time or if more than one shift is required to cover the days business, there will be shift reports for each individual and these shift reports will be combined by management personnel to form the "daily master report". A daily master report will be completed for every location, everyday. Even if there is no revenue to report for a lot on any particular day, a master report will be prepared stating "not staffed/no revenue".

Attached to the "daily master report" will be all shift reports totaling and equaling the summarized activity as referenced on the "daily master report".

The "daily master report" will, at a minimum reflect, on a summarized basis, the following"

- A. Beginning and ending ticket numbers.
- B. Beginning and ending meter readings.
- C. Total tickets issued.
- D. Total tickets collected (if appropriate).
- E. Total unaccounted for tickets (if any)
- F. Explanation for "unaccounted for" tickets.
- G. Total cash tickets collected with extensions.
- H. All "fee waiver" tickets broken down and summarized by category.
- I. Cash over/short (if any).
- J. Number of vehicles on lot at beginning of shift.

- K. Number of vehicles on lot at end of shift.
- L. Any unusual activity or incident will be noted on report.

In addition, the report will reflect the name of the location, date, name of person preparing the report, and name(s) of attendants on-site.

On a daily basis, this information is reviewed, checked and verified and then the information is keypunched into our database to produce our Daily Sales Journal and our Monthly Landowner Statement.

This information is also used to produce various reports for operating analysis. We have developed systems that enable us to quickly spot a potential problem area. We pay very close attention to the various "numbers" being generated at each location we operate.

Trends and consistencies are established and monitored. As attendants are rotated among the different locations the "actuals", be it gross revenue per stall, tickets issued/collected, cash over/short, etc., are compared with an eye towards unusual increases or decreases. Even though weather plays such an important part in beach parking revenue, trends can be established for monitoring purposes. When variations are observed, management, the audit department and accounting personnel will investigate and pursue the matter to a satisfactory conclusion.

## Revenue Processing

Supervisory personnel will, on an ongoing and continual basis, circulate throughout the various parking facilities with the responsibility of picking up the cash canisters and/or excess revenue for security purposes. During peak summer periods and holidays, we would anticipate a minimum of two pick-ups per day and possibly 3 or 4 on certain holidays. Subsequent to each round of revenue pick-ups, the revenue will be transported to our cash counting facility. The cash canisters and revenue pick-ups will not be allowed to accumulate in the supervisory or security person's vehicle(s). On particularly busy days, the canisters and excess revenue will be brought in a few at a time to minimize exposure.

To maximize control and minimize the risk of loss, we will be utilizing a combination of security and deposit techniques. The parking office will receive the cash canisters and they will be opened and counted by a minimum of two people. The receipt activity will be recorded and reconciled by cash room personnel. The revenue, after counting will be placed with the deposit receipt back into the safe. When cash activity is extremely heavy multiple deposits will be made. All revenue is always transported from our cash counting facility to the bank via Armored Transport, Inc. A "third party person" will verify that the accumulated deposit slips are attached to each shift master report and that they equal the total cash activity as referenced and illustrated on the attendants shift report(s).

For the money counting room, we have purchased and installed, a permanently mounted, continually operating video camera system. During our previous five-year tenure (April 1991 to April 1996) as operators of this contract, we processed over \$19,000,000 in cash without a single incident of cash room shortage or embezzlement. We have now

completed more than three and one half years of our current four (4) year contract without a single incident of significant theft.

Our system for cash handling separates the person collecting the revenue (cashier) from the person transporting the revenue (supervisor) from the person(s) counting the money (cash room personnel), from the person completing the shift report (office/clerical), from the person transporting the revenue to the bank (Armored Transport, Inc.). The cash room personnel perform a "blind count". They do not know what the deposit "should be". Significant collusion would be required to circumvent our cash handling procedures. Parking Concepts has maintained an exemplary record in regards to our cash handling at all public sector parking properties.

Note: During Parking Concepts' five-year contract from April 1991 to April 1996 and our current contract of October 16, 2001 to the present, with the County of Los Angeles Department of Beaches and Harbors, our "outside independent CPA firm" provided quarterly certification of revenue collection procedures, in addition to all other areas of contract compliance. Parking Concepts is very proud of the fact that for each and every one of the independent quarterly audits, not a single "significant finding" or "conditional opinion" was presented by the accounting firms of KPMG Peat Marwick and/or Wright Ford and Young.

# 5. VEHICLES, SUPPLIES AND MATERIALS. List the vehicles, supplies and materials that you will use to perform the Contract work:

Vehicles:

- \*1 1990 Ford Escort
- \*1 1998 Toyota Corolla
- \*1 1998 Toyota Corolla
- 1 2000 Mercury Sable
- 1 2002 Ford Ranger

Note: This represents our current fleet of vehicles servicing the DBH contract. If we are awarded a new operating agreement, the \*vehicles will be upgraded to new vehicles of a comparable model.

Office:

- 4 Complete on-line computer systems with appropriate software and both laser and dot matrix printers.
- 4 Desks
  Money counting tables
  Various chairs

Large double-door safe

Drop safe

1 Commercial grade photocopier
Storage cabinets/File cabinets
Direct line, silent alarm system
Telephones (5 lines)
Facsimile machines

Commercial electronic coin-counting machine

Electronic bill counter (2 units)

Vide surveillance system (entire interior and exterior of office and money counting room)
Inventory of First Aid supplies
Inventory of approximately 30 two-way radios
Inventory of approximately 12 cellular telephones

Maintenance: 2

Complete sets of tools
Various brooms, shovels, dust pans, etc.
Bolt cutters

2 Ladders

Miscellaneous paint rollers, brushes and supplies
Inventory of spray paint and graffiti removal materials
Inventory of rags and cleaning solvents
Inventory of "grease sweep" and other absorbent materials
Inventory of locks
Inventory of flashlights
Compressor

6. OPERATIONAL PLAN. Describe or attach your plan for scheduling workers, transporting them to the job sites, keeping them supplied and supervising them to the job sites, keeping them supplied and supervising them:

Staffing schedules will be posted each week for the upcoming week. All schedules are tentative and subject to last minute expansion or reduction due to changing weather conditions, etc.

As previously mentioned, we intend to utilize full-time employees whenever and wherever possible. This would apply to both summer and winter periods.

To supplement our core group of regular full-time employees, an "on-call" list is maintained and continually updated referencing individuals wishing to be assigned any additional hours that may become available. This "on-call" list will include current Parking Concepts personnel presently working at other PCI accounts and geographically located individuals that would like the opportunity to work whenever (on-call) hours become available.

Typically, we prefer to hire individuals that can provide their own transportation. In fact, this is part of our pre-employment screening process. There are however, "exceptions to the rule" and therefore, we shall maintain one shuttle vehicle on-site for the purpose of transporting employees to their assigned location on an as-needed-when-needed basis.

Supervisors maintain an inventory of operating supplies with them in their vehicles while on duty. This includes all of the various reports and forms, pens, flashlights, clipboards, first aid kit, rubber bands, cleaning supplies, etc. Each supervisor will be issued a "kit" that will contain all necessary supplies.

Parking tickets for each lot (and lane) will be issued each morning/afternoon with the change bank. Each cashier will be issued a \$100 change bank consisting of \$1.00s and

\$5.00s bills. Each supervisor will have access to additional funds (\$1.00s and \$5.00s) to supplement the cashier banks, as necessary.

Supervision shall be provided for every lot, every day. Supervisors shall be primarily based in the field, not the Marina del Rey office. Supervisors shall continually monitor each lot on both a scheduled and unscheduled basis. Additionally, the General Manager (Contract Representative) will also be "checking the checkers" to assure that proper supervision is being administered.

7. METHODS. Describe or attach a description of the methods your employees will use to provide Contract services.

The following job descriptions generally outlines the duties and responsibilities of the primary service providers under this contract. We have also included a copy of our Employee Handbook (proprietary) and other materials that will provide insight and clarification as to how we intend to administer this important contract.

## **IOB DESCRIPTION**

## General Manager (Contract Representative)

The General Manager reports directly to the Vice President and is responsible for the overall monitoring and performance of the various parking facilities. It is the General Manager's responsibility to monitor and assist the Supervisor(s) in all areas of the parking operation, personnel, marketing, oversight of sub-contractors and customer relations. In addition, the General Manager will:

- Provide overall direction and management of all supervisory personnel engaged in the parking operation.
- Maintain open lines of communication and coordinate with the Department of Beaches and Harbors staff, or their representative, in regards to special events, traffic control, marketing, revenue tracking, customer complaints, space utilization, proper rate structure, etc.
- Attend all community and/or staff meetings as requested by the Department of Beaches and Harbors.
- Assure optimum utilization of personnel and establish scheduling patterns to maximize staff efficiency and patron service.
- ⇒ Prepare an annual line item operating budget for each facility and track the results on a monthly basis.
- Assist the Supervisor(s) in the instruction and training of parking employees in their job duties, rules and regulations. Insure that all instructions to employees are clearly understood and properly carried out.
- ⊕ Be responsible for analyzing parking operational trends and activities in order to continually develop procedures to improve service, enhance revenues and or reduce operating expenses.
- ← Consistently monitor all facilities for liability exposure.
- Perform spot audits and review operating records pertaining to cash receipts and monthly activity.
- Oversee film crew parking procedures to insure proper fees have been paid and certificates of insurance are delivered in advance of crew cars arriving on-site.

- Handle grievance proceedings in conjunction with the Vice President for all Teamsters Local 911 grievances.
- Personally deliver the Monthly Statement of Operations to the Department of Beaches and Harbors and if requested, be prepared to discuss in detail.
- Administer Employee of the Month Program and coordinate awards.
- Be reachable 24-hours per day, seven days per week.

# JOB DESCRIPTION

#### Supervisor

The Supervisor(s) reports directly to the General Manager and is responsible for service and controls established at their assigned location. The Supervisor(s) will:

- Provide oversight and direction of all cashiers and/or attendants assigned to their facilities.
- Werify, audit and maintain records of all revenue activity for each facility.
- ≈ Insure that "cash drop" envelopes are being properly completed and utilized.
- Perform surprise cash counts on a regular unannounced basis.
- Communicate on an on-going and continual basis with the General Manager and Department of Beaches and Harbors staff.
- Perform a daily walk-through of each facility to assure compliance with safety standards, perimeter security, cleanliness and operational procedures.
- Continually monitor "Free Entry Logs" for proper completion.
- Administer "zero tolerance" anti-graffiti program.
- Assist LAPD, County Sheriffs, Lifeguards and other public agencies with traffic control and security issues as requested.
- Communicate with the general public regarding customer service, special conditions, beach closures, etc.
- Respond to customer complaints in a professional manner.
- Reep the General Manager apprised of any problems or needed improvements within each facility.
- ₩ Identify exemplary employees for advanced training and/or promotion.
- ☐ Insure compliance with uniform, employee I.D., and employee training requirements.
- Review staffing schedules on an on-going basis.
- Identify Employee of the Month candidates.
- ≈ Be reachable 24-hours per day, 7 days per week.

# **JOB DESCRIPTION**

#### Cashier/Attendant

The cashier/attendant is responsible for assisting customers at all times, maintaining the cashiering station and or the immediate area in a clean and orderly manner and performing minor cleaning of the parking facility as directed by the Supervisor.

The cashier/attendant shall:

- Maintain a clean, uniformed appearance while on duty.
- □ Carefully maintain the "Free Entry Log".
- Speak fluent English and be courteous at all times.
- Assure the timely preparation and execution of all reports, logs, cash drop envelopes and any other required reporting as directed by the Supervisor.
- Politely advise parkers about the "No dogs on beach" restriction if the parker enters the lot with a dog in their vehicle.
- Advise parkers of beach closures when and where applicable.
- Prohibit anyone from loitering around the cashier's booth or revenue collection area. (Including off-duty employees).
- Provide staff with reports and information as requested.
- Be alert and security conscience at all times and assist law enforcement and lifeguards as directed.
- A Maintain a high degree of accuracy and attentiveness when handling cash and making change.
- Patrol and inspect the parking facility daily as directed by the Supervisor.
- Mark tires of violators, give written warnings and enforce regulations and procedures established by management.
- Pick up trash and/or debris whenever or wherever it is observed.
- ← Cheerfully direct and assist visitors by providing information and directions to their destination.
- Ensure that all parkers park a single stall in designated areas.
- 8. EMERGENCIES AND OVERTIME. How will you communicate with employees and schedule to cover urgent requests for unscheduled work or unforeseen changes in weather? What will your normal response time for emergency calls be?

The General Manager (Contract Representative) and Assistant General Manager will carry cellular telephones that also are equipped with high-powered two-way radios.

Supervisors will be issued cellular telephones, or two-way radios, depending on their work assignment. (In some areas, the cellular telephones do not work.)

All employees will be required to present first, second and third telephone numbers to be called if they need to be reached on short notice.

Many "on-call" employees will be issued pagers so that they may be reached 24 hours per day, seven days per week.

Additionally, Parking Concepts presently operates three (3) locations in Hermosa Beach, several major locations in West Los Angeles, numerous facilities in Santa Monica plus all beach lots, the Pier lot and seven (7) parking structures for the City of Santa Monica. Collectively, these locations employ in excess of 120 employees, most of whom would be qualified and experienced sufficiently to work at any of the beach or Marina del Rey parking lots, even on short notice.

In regards to "overtime", our expense projection has an allowance for this cost item which the operator is most certainly to incur from time to time.

Regarding "emergency calls", in most cases our response time will be either instant or no more than a few minutes. If necessary, Parking Concepts most senior management can be contacted within minutes, 24 hours per day.

9. ADDITIONAL INFORMATION (Attach pages if necessary):

# DRAFT

**PROPRIETARY** 

# PROCEDURES FOR COMPUTING AND CHARGING FOR FILM COMPANY USE OF

# DEPARTMENT OF BEACHES AND HARBORS

BEACH AND MARINA DEL REY
PARKING FACILITIES

Property of Parking Concepts, Inc.

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# INTRODUCTION

On most days, some type of filming or film crew parking activity takes place on one or more of our beach parking lots. Under our contract with the County of Los Angeles, Department of Beaches and Harbors, we must accommodate the film companies and in fact, they generate a considerable amount of revenue for both Parking Concepts and the County. In general, they are good customers and should be treated in a professional, business-like manner. Treat them like you would like to be treated.

The purpose of this booklet is to assist office staff and supervisors with how to properly compute parking (and sometimes labor) charges for the various parking facilities. Please follow these procedures. Understand that the contents herein are to be considered as "policy" for Parking Concepts. The referenced rates for both parking and labor are minimums and they are not negotiable. Any deviation from this policy must be approved in writing, in advance, by the Facility Manager. Supervisors may not reduce these charges or rates.

If you are not clear on any item or issue, please ask the Facility Manager for clarification.

# RATES TO BE CHARGED

PARKING (Monday-Friday) (Saturday Before Memorial Day to September 17)

Spaces	Winter	Summer
1-10	\$50 or pay maximum rate upon entry	\$50 or pay maximum rate upon entry
11-20	\$110	\$130
21-50	. \$275	\$325
51-100	\$550	\$650
101-150	\$825	\$990
151-200	\$1,100	\$1,320
201-250	\$1,375	\$1,650
251-300	\$1,650	\$1,980
301-350	\$1,925	\$2,310

Note: Schedule above includes parking tax where applicable.

ALL FILM CREW PARKING RATES FOR SATURDAY, SUNDAY OR HOLIDAY MUST BE QUOTED AND APPROVED BY THE FACILITY MANAGER. NO EXCEPTIONS!

When a film crew or crew cars are on-site any parking lot, a PCI attendant must be present. If the lot is not normally scheduled for staffing as referenced in Section VIII Attendant/Supervisor Staffing Schedule, you must charge the attendant hourly rate for each hour that film crew/or crew cars are on the lot.

SUPERVISOR BILLING RATE IS \$30 PER HOUR (2-HOUR MINIMUM)

If a film crew or crew cars need to access any lot prior to the normal "Hours Open to Public" as referenced in section VII, you must charge for a supervisor to "open the gate" or "drop the chain" to allow entry. There is a minimum charge for two (2) hours (\$30 x 2) for this service. This also applies to closing the lot if the lot is to be open beyond the normal closing time.

# HOW TO COUNT OR COMPUTE NUMBER OF PARKING SPACES AND APPROPRIATE CHARGES

It is important to understand that we charge for all parking spaces, aisles, driveways, corners, etc. that are utilized by a film crew for filming, crew cars, equipment, food service, wardrobe, etc.

We charge for the number of spaces and related area taken, not just the number of cars parked.

The "count" should be based on the following:

Each parking space occupied = 1 space

Each parking space blocked or "coned off" = 1 space

Bus/Trucks/Tractor trailers in aisle = 10 spaces

Food service truck in aisle = 10 spaces

All large trucks = 10 spaces (minimum)

MATERIALS/SUPPLIES, TABLES, PROPS, ETC. STACKED OR STORED IN AISLE = STALL COUNT ESTIMATES BASED ON APPROXIMATE NUMBER OF STANDARD SIZED VEHICLES THAT COULD BE PARKED IN COMPARABLE SPACE. (THIS INCLUDES ALL AISLES, CORNERS, ETC. ANY SPACE THAT IS ACTUALLY ON OUR LOT.)

As a general rule, any space that is not available to the general public for any reason due to the film crew being on-site, should be counted as a "space" <u>plus</u> the additional counts as stated above.

# **STAFFING**

Whenever a film crew is on-site any of our parking facilities, a Parking Concepts employee must be present at all times. If the film crew is there during a period when we are under "mandatory staffing", there will be no special arrangement fees. If film crew personnel will be entering the lot prior to the stated opening time under our "mandatory staffing schedule", there shall be a minimum two-hour charge @ \$30 per hour for a PCI Supervisor to open the lot. Additionally, there shall be a charge of \$23 per hour for an attendant to be on-site for each hour of activity prior to our "mandatory staffing schedule".

The same procedure applies when film activity carries over past our stated closing time under our "mandatory staffing schedule". The attendant must be on duty (@ \$23 per hour) for the additional hours and there shall be a minimum two-hour charge (\$30 per hour) for the Supervisor to close out the lot.

Lot opening and/or closing must be done by PCI employees. Lot staffing must also be done with PCI employees. Neither film company security nor county lifeguards are to perform these functions.

## CANCELLATION

Parking Concepts requires 24-hour advance notice on all cancellations. A cancellation log shall be maintained in the PCI office and cancellation confirmation numbers shall be issued to all individuals calling in their cancellations. Companies not giving 24-hour notice shall be charged a \$100 cancellation fee. All cancellations must be communicated directly to PCI and PCI will issue the cancellation log number verifying the 24-hour notice.

Cancellations should be boldly noted on the "event board" in the office.

## UNDERESTIMATED SPACE COUNT

Should for any reason, the actual number of spaces taken by the film company exceed the original estimate, PCI shall be compensated for the additional spaces according to the rate schedule plus two (2) additional supervisor hours at \$30 per hour.

## METHOD OF PAYMENT

Parking Concepts must have payment in hand prior to film parking. PCI does not bill, but we will issue paid receipts. If PCI must bill, a \$60 statement preparation fee shall be charged.

# **INSURANCE**

Whenever any film activity is to take place on the parking lot or surrounding area, a Certificate of Insurance and Hold Harmless Statement must be presented in advance naming Parking Concepts, Inc., and the County of Los Angeles as additional insureds.

# FILMING ON LOT

Whenever actual filming is to take place on the lot or in the entrance/exit area, etc., a "Film Permit" must be presented prior to a price quote being given. Film companies that want to film on our lot, that do not have a Film Permit must be referred to Ms. Gloria Gonzalez, Department of Beaches and Harbors Film Permit Coordinator. Gloria can be reached at (310) 305-9549. If Gloria cannot be reached, contact Ms. Lynn Atkinson at (310) 420-4594.

Film company states that they need 175 spaces at Zuma for a beach filming. The film date is Thursday, August 15, from 6:00 a.m. to 9:00 p.m.

The film company should be quoted the following price:

PARKING @ \$1,100 per schedule

SUPERVISION @ \$90 (Supervisor must close out the lot at 9:00 p.m. which is three (3) hours after our mandatory staffing time of 6:30 p.m.)
STAFFING @ \$69 (3 hours x \$23/hour)

TOTAL PRICE QUOTE: Parking \$1,100
Supervision 90
Staffing 69
TOTAL \$1,259

VERIFICATION: PCI supervisors confirm that less than 200 spaces were utilized. No additional charges are due.

Film company states they need 190 spaces at Will Rogers #3 for a beach filming. The film date is Monday, August 5, from 1:00 p.m. to 10:00 p.m.

The film company should be quoted the following price:

PARKING @ \$1,320 per schedule

SUPERVISION @ \$60 (Supervisor must close out the lot at 10:00 p.m. which is two (2) hours after our mandatory staffing time of 8:00 p.m.)

STAFFING @ \$46 (one attendant from 8:00 p.m. to 10:00 p.m. = 2 hours x \$23)

TOTAL PRICE QUOTE:	Parking	\$1,320
	Supervision	60
	Staffing	46
·.	TOTAL	\$1,426

VERIFICATION: PCI supervisor visits the site and computes a space count of 230 spaces which is over the original estimate of 190. Any space count over 200 triggers the next higher price increment which is an additional \$200 for the space count <u>plus</u> an additional \$60 for the supervisor charge due to the understatement of estimated space utilization. The film company should be prepared to pay the supervisor the additional \$260 at that time.

Film company states that they need 125 spaces at Dockweiler for a beach filming. The film date is Tuesday, July 30, from 7:00 a.m. to 6:00 p.m.

The film company should be quoted the following price:

PARKING @ \$990 per schedule
SUPERVISION @ \$0 (If \$990 is in PCI's hands prior to film date.)
STAFFING @ \$0 (PCI's mandatory staffing is 6:00 a.m. - 10:00 p.m. at this location, therefore no staffing charges are due.)

TOTAL PRICE QUOTE:	Parking	\$990
	Supervision	0 .
	Staffing	<u>, 0</u>
	TOTAL	\$990

VERIFICATION: PCI supervisor visits the site and verifies that less than 125 spaces were utilized.

Film company states that they need 20 spaces at Grand Avenue for a beach filming. The film date is Wednesday, July 31, from 5:00 a.m. to 2:00 p.m.

The film company should be quoted the following price:

PARKING @ \$130 per schedule

SUPERVISION @ \$60 (Supevisor must open lot at 5:00 a.m. which is prior to lot opening time of 6:00 a.m. Supervision is always a two-hour minimum charge.)

STAFFING @ \$69 (PCI's mandatory staffing commences at 8:00 a.m. at the Grand Avenue lot. A PCI attendant must be present, therefore the staffing charge would be 3 hours x \$23/hour = \$69).

TOTAL PRICE QUOTE:	Parking	\$130
	Supervision	60
	Staffing	69
	TOTAL	\$259

VERIFICATION: PCI supervisor visits the site and verifies that less than 20 spaces were utilized. No additional charges are due.

# PAYMENT REQUIREMENTS

All payments are to be made in advance.

Generally, we do not prepare invoices or bills. If a film location manager says he needs a bill or an invoice to get a check cut, advise them that there is a \$60-statement-preparation charge.

We will give them a detailed receipt upon payment.

# **INSURANCE REQUIREMENTS**

We must receive, in advance, a Certificate of Insurance naming Parking Concepts, Inc. and the County of Los Angeles as "additional insureds".

You must have a Certificate of Insurance on file for each film crew parking arrangement.

# PARKING LOTS OPERATED BY THE LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

# **BEACH PARKING LOTS**

•	DEA	OILI VIIIIIIO FOLD	•
Spaces	Season	Day	Hours Open to Public
	County	#1 (Nicholas Canyo	n)
110			0
145 spaces	Winter	Weekdays	6 am – dusk
6 handicapped		Weekends	6 am – dusk
151 Total Spaces	Summer.	Weekdays	6 am – dusk
•		Weekends	6 am – dusk
•	Count	/ #2 through 14 (Zum	(c)
	County	y #2 tillough 14 (2um	ia)
2,000 spaces	Winter	Weekdays	6 am - 10 pm
7 employee/lifeguards	•••	Weekends	6 am – 10 pm
33 handicapped	Summer	Weekdays	6 am - 10 pm
2,040 Total Spaces	•	Weekends	6 am - 10 pm
	Cou	nty #15 (Point Dume)	
438 spaces	Winter	Weekdays	6 am – dusk
9 handicapped		Weekends	6 am – dusk
447 Total Spaces	Summer	Weekdays	6 am - 8 pm
		Weekends	6 am - 8 pm
	Co	ounty #16 (Surfrider)	
87 spaces	Winter	Weekdays	6 am - 10 pm
_3 handicapped		Weekends	6 am - 10 pm
90 Total Spaces	Summer	Weekdays	6 am - 10 pm
		Weekends	6 am - 10 pm
	Cou	nty #17 & 18 (Topang	a)
214 angan	(Allindaria	late elistere	Com dual
211 spaces	Winter	Weekdays	6 am – dusk
4 handicapped	0	Weekends	6 am – dusk
215 Total Spaces	Summer	Weekdays	6 am – dusk
	• •	Weekends	6 am – dusk
	County #19	(Will Rogers #5 – Ca	stle Rock)
51 spaces	Winter	Weekdays	6 am – dusk
_1 handicapped		Weekends	6 am – dusk
52 Total Spaces	Summer	Weekdays	6 am – dusk
		Weekends	6 am – dusk
		/1-11	

# BEACH PARKING LOTS (continued)

Spaces	Season	Day	Hours Open to Public
Cour	nty #20 through 23 (	Will Rogers #2 & 3 -	· Temescal Canyon)
1,420 spaces	Winter	Weekdays	6 am - 8 pm
6 employee/lifeguards		Weekends	6 am - 8 pm
12 handicapped	Summer	Weekdays	6 am - 10 pm
1,438 Total Spaces		Weekends	6 am - 10 pm
1.4	County #24 (Wil	Rogers #1 – Chaut	auqua Blvd.)
130 spaces	Winter	Weekdays	6 am – dusk
4 employee/lifeguards		Weekends	6 am – dusk
_2 handicapped	Summer	Weekdays	6 am – dusk
136 Total Spaces	·.	Weekends	6 am – dusk
	County	#25 (Rose Ave. – Ve	enice)
273 spaces	Winter	Weekdays	6 am - 10 pm
8 handicapped	• .:	Weekends	6 am - 10 pm
281 Total Spaces	Summer	Weekdays	6 am - 10 pm
		Weekends	6 am 10 pm
	County #	26 (Venice Blvd. – \	/enice)
.317 spaces	Winter	Weekdays	6 am - 10 pm
6 handicapped		Weekends	6 am – 10 pm
323 Total Spaces	Summer	Weekdays	6 am - 10 pm
		Weekends	6 am - 10 pm
	County #	27 (Washington St	- Venice)
350 spaces	Winter	Weekdays	6 am - 10 pm
5 handicapped		Weekends	6 am - 10 pm
355 Total Spaces	Summer	Weekdays	6 am - 10 pm
ooo rolal opasso	Samina	Weekends	6 am - 10 pm
	(	County #28 (62nd St	<b>.)</b>
49 spaces	Winter	Weekdays	6 am – Dusk
_1 handicapped		Weekends	6 am – Dusk
50 Total Spaces	Summer	Weekdays	6 am – Dusk
so rotal options	Juliano	Weekends	6 am - Dusk
•	• •		

# BEACH PARKING LOTS (continued)

Spaces	Season	Day	Hours Open to Public
	County #29 through	32 (Dockweiler # 1, 2, 3, & e	entrance)
1,199 spaces	Winter	Weekdays	6 am – 10 pm
3 handicapped		Weekends	6 am - 10 pm
1,202 Total Spaces	Summer	Weekdays	6 am - 10 pm
		Weekends	6 am - 10 pm
	County #33 (Doc	weiler Recreational Vehicle	e Park)
115 spaces	Winter	Weekdays	6 am – 10 pm
2 handicapped		Weekends	6 am - 10 pm
117 Total Spaces	Summer	Weekdays	6 am - 10 pm
		Weekends	6 am - 10 pm
	County #	34 (Hyperion – Dockweiler)	
455 spaces	Winter	Weekdays	6 am - Dusk
_6_handicapped		Weekends	6 am – Dusk
461 Total Spaces	Summer -	Weekdays	6 am - Dusk
		Weekends	6 am – Dusk
	County #3	5 (Grand Ave. – Dockweiler	)
110 spaces	Winter	Weekdays	Dusk
_3 handicapped	THIRGI .	Weekends	Dusk
113 Total Spaces	Summer	Weekdays	6 am - 8 pm
	·	Weekends	6 am – 8 pm
	Co	ounty #36 (Torrance)	
416 spaces	Mintor	Madridaya	Carrier Develo
_2 handicapped	Winter	Weekdays Weekends	6 am - Dusk
	Cummor		6 am - Dusk
418 Total Spaces	Summer	Weekdays Weekende	6 am – 8 pm
		Weekends	6 am – 8 pm
	County #37 throu	igh 39 (White's Point / Roya	ıl Palms)
221 spaces	Winter	Weekdays	8 am - Dusk
6 handicapped		Weekends	8 am - Dusk
227 Total Spaces	Summer	Weekdays	6 am - 8 pm
		Weekends	6 am - 8 pm

### MARINA DEL REY PARKING LOTS

	MDR #1 (	Parking Lot #1 – Parcel	W – Fisherman's	Village)	
					4 hours*
90 spaces	•			•	, ilouis
40 compact					
12 handicapped 42 Total Spaces	•		1.4		
	MDR#	2 (Parking Lot #2 – Parc	el 49R – Launch	Ramp)	
156 spaces			·		24 hours*
or			•		•
234 cars & trailers				•	
12 Boat Prep					
13 Wash Area					
	•	MDR #3 (North Jet	ty – Parcel A)		
		•		• .	6 am – dusk
55 spaces				•	o am – dusk
_4 handicapped	•				•
59 Total Spaces				. •	
		MDR #4 (Parking Lot	#4 - Parcel 49M)		
145 spaces			•		24 hours*
_Z handicapped	•		•		•
152 Total Spaces		•	•		
		MDR #5 (Parking Lo	ot #5 – Parcel U)		
					O4 hours
228 spaces				•	24 hours *
_5 handicapped				•	
233 Total Spaces			• •		
		MDR #7 (Parking L	ot #7 – Parcel Q)	•	
115 spaces				:	24 hours*
_5 handicapped			•		
120 Total Spaces				•	
		MDR #8 (Parking L	ot #8 – Parcel OT	)	•
				•	24 hours*
177 spaces					24 (10015
_6 handicapped	•				

60 spaces

•	····					
		MDR #8 (Parking I	∟ot #8 – Parc	el OT)	•	
177 spaces 6 handicapped 184 Total Spaces	.:	•			24 hours*	
104 Total Spaces		MDR #9 (Parking	Lot #9 – Par	cel N)		
180 spaces6 handicapped 186 Total Spaces					24 hours*	
		MDR #10 (Parking	j Lot #10 – P	arcel I)		
206 spaces3 handicapped 209 Total Spaces			•		24 hours*	
	•	MDR #11 (Parking	Lot # 11 - Pa	rcel GR)		1
258 spaces8 handicapped 266 Total Spaces					24 hours*	
		MDR #12 (Parking	J Lot #12 – Pa	rcel FF)		
199 spacesZ handicapped 206 Total Spaces					24 hours*	
		MDR #13 (Parking	g Lot #13 P	arcel 3S)		
135 spaces5 handicapped 140 Total Spaces					24 hours*	

<sup>\*</sup>The Contractor shall assist the Department in enforcing the County Harbor and Maritime Ordinance (County Code Chapter 19.12) by notifying the County of any violation in the Marina del Rey Parking Lots of Los Angeles County Code section 19.12.1330 (vehicle or trailer parked over 48 hours in public parking areas must register with harbor master; vehicles used for human habitation prohibited from parking between 2:00 a.m. and 6:00 a.m. in public parking areas unless registered with harbor master).

24 hours\*

#### SUMMER SCHEDULE

Location	Hours Lot Is	Device	e Memorial Day and Staffing Hours	Number	Hours/	Days/	Total
• •	Staffed			of Attendants	Day	Week	Hours
	<u> </u>	BEACH PA	ARKING LOTS	racinatics )			<del></del>
licholas Canyon	9 a.m 5 p.m.	SB	9 a.m 5 p.m.	1	8	2	16
iioioias odirjoit	o danii. o piani		weekends				
Yuma Beach	6 a.m. – 6:30 p.m.	GA	6 a.m 10 a.m.	. 1	4	5	20
			weekdays			·	<u> </u>
			10 a.m. – 6:30 p.m.	2	17	·5	85
		ļ	weekdays		<u> </u>		
			6 a.m. – 10 a.m.	- 1	4	1;	. 4
<u> </u>		<del> </del>	Sat.				<del></del>
·		ļ	10 a.m 6:30 p.m. Sat.	3	25.5	1 1	25.5
		1	6 a.m. – 10 a.m.	1	4	1	4
			Sun.	<del> </del>	34	1	34
	Į		10 a.m 6:30 p.m. Sun.	4	34	1 ,	34
Point Dume	6 a.m. – 6:30 p.m.	None	6 a.m. – 10 a.m.	.1 .	4.	.7	. 28.
COURT DULIE	0 a.iii. ~ 0.30 p.iii.	130116	10 a.m 4 p.m.	2	12	7	84
		1	4 p.m. – 6:30 p.m.	1	4	7	28
Surfrider	6 a.m 6 p.m.	SB	6 a.m 6 p.m.	1	12	7	84
Topanga	6 a.m 6 p.m.	SB	6 a.m 6 p.m.	1	12	7	84
Will Rogers 5	9 a.m 6 p.m.	SB	9 a.m 6 p.m.	1	9	7	63.
Will Rogers 2 & 3	6 a.m 8 p.m.	GA	6 a.m. – 8 p.m.	1	14	5	70
		٠	weekdays	<u> </u>	<u> </u>		
	•		6 a.m 9 a.m.	1	3	2	6
			weekends			<u> </u>	<del> </del>
			9 a.m 10 a.m.	2	2	2	4.
<del></del>			weekends	<del> </del>		<del> </del>	
			10 a.m 6 p.m.	4	32	2	64
<del></del>			weekends 6 p.m 8 p.m.	1.	2	2	4
•		1	weekends	1 12	1 .	1 .	
Will Rogers 1	8 a.m 7 p.m.	SB	8 a.m 7 p.m.	1	119	5	*55
This ingoing i	Weekdays		Weekdays				1
	7 a.m 7 p.m.		7 a.m 7 p.m.	.1	12	2	24
	Weekends	<u> </u>	Weekends			<u> </u>	
Rose Avenue	6 a.m 10 p.m.	GA	6 a.m 10 p.m.	1	16	7	112
			weekdays			<del></del>	1
		·	As needed	2		<del></del>	
Venice Blvd.	6 a.m 10 p.m.	GA	6 a.m 10 p.m.	1	16	/: <b>7</b> · ··	112
<del></del>	<del></del>		weekdays				<del>-  </del>
		-	As needed	2	10	7	11:
Washington St.	6 a.m 10 p.m.	GA	6 a.m 10 p.m.	1	16		1. "
	<del>-   ·</del>		weekdays As needed	2	-	<del></del>	1
62nd Street	Oam Gam	SB	9 a.m 6 p.m.	1	9	3	27
ozna oneet	9 a.m 6 p.m. Fri. – Sun.	Sp.	2 a.m 0 p.m.	' '	1. 3	1 '	1 2

### SUMMER SCHEDULE (Summer begins on Saturday before Memorial Day and ends on September 17.)

Dockweiler RV Park 6 a.m Hyperion 10 a.		H PARKI None	NG LOTS (CONT.) 6 a.m 10 p.m. Weekdays 6 a.m 9 a.m. Sat. 9 a.m 5 p.m. Sat. 5 p.m 10 p.m. Sat. 6 a.m 9 a.m. Sun.	1 2 1	16 3 16 5	5 1 1 1 1 1	80 3
Dockweiler RV Park 6 a.m Hyperion 10 a.	n 10 p.m.	None	Weekdays 6 a.m. – 9 a.m. Sat. 9 a.m 5 p.m. Sat. 5 p.m 10 p.m. Sat. 6 a.m. – 9 a.m. Sun.	2 .	3 16 5	1	3 16
Hyperion 10 a.			6 a.m. – 9 a.m. Sat. 9 a.m 5 p.m. Sat. 5 p.m 10 p.m. Sat. 6 a.m. – 9 a.m. Sun.	2	16 5	1	16
Hyperion 10 a.			9 a.m 5 p.m. Sat. 5 p.m 10 p.m. Sat. 6 a.m. – 9 a.m. Sun.	1	5		
Hyperion 10 a.			5 p.m 10 p.m. Sat. 6 a.m. – 9 a.m. Sun.			1	
Hyperion 10 a.			6 a.m. – 9 a.m. Sun.	1	<u> </u>		5
Hyperion 10 a.				1	3	1	3
Hyperion 10 a.		<del></del>	9 a.m. – 11 a.m. Sun,	2	4	1	4
Hyperion 10 a.			11 a.m. – 5 p.m. Sun.	3	18	1	18
Hyperion 10 a.			5 p.m. – 7 p.m. Sun.	2	4.	1	4
Hyperion 10 a.			7 p.m. – 10 p.m. Sun.	1	3	1	3
Hyperion 10 a.	n. – 10p.m.	·	6 a.m. – 9 a.m.	1	3	.7	21
* *	<u> </u>	Ţ-	9 a.m. – 2 p.m.	2	10 .	7	70
		1	2 p.m. – 5 p.m.	3	9	7	63
	<del> </del>		5 p.m. – 10 p.m.	2	10	7	70
	.m. – 6 p.m. kdays	SB	10 a.m 6 p.m. weekdays	1	8	5	40
9 a.n	m 6 p.m. kends		9 a.m 6 p.m. weekends	1	9	2	. 18
	m 5 p.m.	SB	9 a.m 5 p.m.	1	8	7.	.56
	m 5 p.m.	None	6 a.m 5 p.m.	1	11	7	77
	m 7 p.m.	SB	6 a.m 7 p.m.	1	13	7	91.
			REY PARKING LOTS	<u> </u>	1 10	1	· · · · · · ·
#1 (Parcel W - Fisherman's 9 a.r Village)	m 1 a.m.	GA	9 a.m. – 11:00 a.m.	1	2	7	14
		<del> </del>	11 a.m 1:00 a.m.	. 2	28	7	196
Parcel W overflow As n	needed	GA	33 40.00 1009 40.00	· · · · · · · · · · · · · · · · · · ·			
	m 4 p.m.	GA	6 a.m 4 p.m.	1	_10	7	70
		15	As Needed	2	<del>                                     </del>	<del>                                     </del>	1
#3 (Parcel A - North Jetty) Nev	/er	Meters		<del>                                     </del>		1	<del></del>
	a.m 6 p.m.	GA	10 a.m 6 p.m.	1	8	7	56
	needed	GA	14 min y part	<del>                                     </del>		<del>  '</del>	1
	needed	GA	<b> </b>	<del></del>	1.	1	1
	needed	GA	<u> </u>	<del> </del>		† <del>:.</del>	1
	needed	GA	<del>                                     </del>	<del> </del>	†		1
#10 (Parcel I) 9 a.	.m 6 p.m. - Sun,	GA	9 a.m 6 p.m. Fri Sun.	1	9	3	27
	<u>- oun,</u> needed	ĞA	I II Juli.	<del>                                     </del>	<del> </del>	+	<del> </del>
			†	<del></del>	+	<del> </del>	1
	nooded	GA	1	•			
#13 (Parcel 3S) As (Chace Park (CP) New	needed needed	GA	<del></del>				

### SUMMER SCHEDULE (Summer begins on Saturday before Memorial Day and ends on September 17.)

Location	Hours Lot Is Staffed	Devic e	Staffing Hours	Number of Supervisors	Hours <i>l</i> Day	Days/ Week	Total Hours
		M/	NAGEMENT				
SUPERVISORS			1				
Southern (Whites Point - Torrance)			6 a.m 7 p.m. weekdays	1	13	5	65
Southern (Whites Point - Torrance)			8 a.m 8 p.m. weekends	1	12	2	24
Southern Central (Grand- Hyperion-Dockweiler- Fishermans)			9 a.m. – 11 p.m. weekdays	1	14	<b>5</b>	70
Southern Central (Dockweiler)			9 a.m. – 6 p.m. weekends	1	9	2	18
Southern Central (Grand- Hyperion-Fishermans)			10 a.m. – 11 p.m. weekends	1	13	. 2	26
Central (Marina -62nd Street- Venice)		:.	6 a.m 10 p.m. weekdays	- 1	16	. 5	80
Southern Central (Marina -62nd Street			9 a.m 6 p.m. weekends	1	9	2	18
Central (Venice)			6 a.m 10 p.m. weekends	1	16	2	32
Northern (Will Rogers- Topanga-Surfrider-Point Dume- Zuma-Nicholas Cyn.)	•		6 a.m 8 p.m. weekdays	1	14	5	70
North Central (Will Rogers-Topanga)			6 a.m 8 p.m. weekends	1	14	2	28
Northern (Surfrider-Point Dume-Zuma-Nicholas Cyn.)			6 a.m 8 p.m. weekends	1	14	2	28/
CONTRACTOR REPRESENTATIVE (CR)	•			Number of CRs			
			7 a.m 6 p.m.	1	11	7	77.

WINTER SCHEDULE

	(Winter begins on Sep		1-,	1			
Location	Hours Lot Is Staffed	Device	Staffing Hours	Number of Attendants	Hours/ Day	Days/ Week	Weekly Hours
		BEACH	I PARKING LOTS				
Nicholas Canyon	As needed	SB	As needed	1	· · · · · · · · · · · · · · · · · · ·		
Zuma Beach	8 a.m. 4 p.m.	GA	8 a.m 4 p.m.	1	8	7	56
Point Dume	8 a.m. – 4 p.m. weekends only	None	8 a.m. – 4 p.m. weekends only	1	8	2	16
Surfrider	8 a.m. – 4 p.m. weekends only	SB	8 a.m. – 4 p.m. weekends only	1	8	2	16
Topanga	8 a.m. – 4 p.m. weekends only	SB	8 a.m. – 4 p.m. weekends only	1	8	2	16
Will Rogers 5	As needed	SB	As needed	1			
Will Rogers 2 & 3	8 a.m. – 4:30 p.m. weekends	GA	8 a.m. – 10 a.m. weekends	1	2	2	4
			10 a.m 2 p.m. weekends	2	8	2	16
			2 p.m 4:30 p.m. weekends	1	2.5	2	5
Will Rogers 1	8:30 a.m. – 4:30 p.m. weekends	SB	8:30 a.m. – 4:30 p.m. weekends	1	8	2	16
Rose Avenue	8 a.m 5 p.m. weekdays	GA	8 a.m 5 p.m. weekdays	1	9	5	45
	8 a.m 6 p.m. weekends	1	8 a.m 6 p.m. weekends	1	10	2	20
Venice Blvd.	7 a.m 5 p.m. weekdays	GA.	7 a.m 5 p.m. weekdays	1	10	5	50
	7 a.m 6 p.m. weekends		7 a.m 6 p.m. weekends	2	11	2	22
Washington St.	6 a.m 10 p.m.	GA	6 a.m 10 p.m.	1.	16	7	. 112
62nd Street	As needed	SB	As needed	1	• . •		
Dockweiler 1, 2, 3	6 a.m 10 p.m.	None	6 a.m. – 10 p.m.	11	.16	. 7	112
Dockweiler RV	6 a.m. – 10p.m.		<u>6 a.m. – 9 a.m.</u>	1	3	. 7:	21.
			9 a.m. – 5 p.m.	2	16	. 7	112
		<u> </u>	5 p.m. – 10 p.m.	111	5	.7	. 35
Hyperion	9 a.m. – 5 p.m. weekends	SB	9 a.m. – 5 p.m. weekends	1	8	2	16
Grand Avenue	As needed	SB	As needed	1			
Torrance	8 a.m 4 p.m. weekends	None	8 a.m 4 p.m. weekends	1	8	2	16
White's Point/Royal Palms	8 a.m 4 p.m. weekends	SB	8 a.m 4 p.m. weekends	1	8	2	16

### WINTER SCHEDULE (Winter begins on September 18 and ends on Friday before Memorial Day.)

Location	Hours Lot Is Staffed	Device	Staffing Hours	Number of Attendants	Hours <i>l</i> Day	Days/ Week	Weekly <sup>,</sup> Hours
		MARINA	DEL REY LOTS	<u> </u>		·	
#1 (Parcel W - Fisherman's Village)	9 a.m. – 12:30 a.m.	GA	9 a.m. – 12:30 a.m. MonWed.	1	15.5	3	46.5
			9 a.m. – 5 p.m. ThursSun.	1	8	4	32
			5 p.m. – 12:30 a.m. ThursSun.	2	15	4	60
Parcel W overflow	As needed	GA			<i>,</i> · .		
#2 (Parcel 49R—Launch Ramp)	6 a.m 2 p.m. weekends	GA	6 a.m 2 p.m. weekends	1	8	2	16
#3 (Parcel A - North Jetty meters)	Never	Meters					
#4 (Parcel 49M)	10 a.m 6 p.m.	GA	10 a.m 6 p.m.	1 1	. 8	7.	56
#5 (Parcel U)	As needed	GA				<u>: .</u>	.
#7 (Parcel Q)	As needed	GA			·		
#8 (Parcel QT)	As needed	GA				<u> </u>	<u> </u>
#9 (Parcel N)	As needed	GA		<u> </u>	<u> </u>		<u> </u>
#10 (Parcel I)	As needed	GA			<u> </u>	<u> </u>	<u> </u>
#11 (Parcel GR)	As needed	GA			<u> </u>	<u> </u>	<u>. </u>
#12 (Parcel FF)	As needed	GA					
#13 (Parcel 3S)	As needed	GA			· ·		<u> </u>
Chace Park CP	Never	Meters			<u> </u>	1	<u> </u>
					<u> </u>	<u> </u>	<del> </del>
NOTES					<u>il </u>		<u> </u>
X SB - Slot Bo	OX				<u> </u>	1	
X GA - Gate	Arm			1			· · ·
	" includes all Holidays. Ho	lidays are		1		ļ.·	
those days	recognized by the Board	of				1.	· •
	s as Holidays					·	
	d" staffing is provided at the			A. 8 21/2	J		'
	Contract Administrator or				1 '	1	
	pensated at the contractu	al hourly rate	e				
I for Parking	Attendants/Cashiers		1		1	4	1

### WINTER SCHEDULE (Winter begins on September 18 and ends on Friday before Memorial Day.)

Location	Hours Lot Is Staffed	Device	Staffing Hours	Number of Supervisor s	Hours/ Day	Days/ :Week	Weekly Hours
		MANA	GEMENT				
SUPERVISORS							
Southern (Whites Point – Torrance-Grand-Hyperion- Dockweiler)	9 a.m 6 p.m.		9 a.m 6 p.m.	1	9	7	63
Central (MarinaFishermans)			11 a.m 11 p.m.	1	12	7.	84
Northem (Venice-Will Rogers-Topanga-Malibu lots)			6 a.m. – 11 p.m.	1	17	7	119
		<del></del>			<u> </u>	•	
CONTRACTOR REPRESENTATIVE (CR)		•		Number of CRs			ŀ

<u> </u>			
	AGGREG	SATE HOURS	
	SUMMER (114 days)	WINTER (251 days)	ANNUAL HOURS
ATTENDANT	33,958	35,734.5	69,592.5
SUPERVISOR	7,665	9,500	17.165
CONTRACTOR			111199
REPRESENTATIVE	1.265	2.750	1015

7 a.m. - 6 p.m.

NOTE: The Contractor will be required to provide the Standard Staffing Levels over the term of the Contract unless they are varied with the prior approval/direction of the Director. The Department anticipates that modifications, both upward and downward, to the staffing levels set forth in this Exhibit may occur frequently during the life of the Contract.

#### TELEPHONE NUMBERS AND ADDRESSES BY LOT

Los Angeles Headquarters	1801 S. Georgia Street Los Angeles, CA 90015	Robert Hindle Vice Presidet	213 746 5764
Irvine Headquarters	12 Mauchly, Building I Irvine, CA 92618	Jim Mecham District Manager	949 753 7525

### **Beach Parking Lots**

1799 Paseo del Mar, San Pedro	310 514 9576 (Pay Phone)
387 Paseo del Mar, Torrance	310 373 6612
Grand Avenue & Vista del Mar, El Segundo	
8255 Vista del Mar, Playa del Rey	310 322 5008
8255 Vista del Mar, Plaza del Rey	310 322 4951
62 <sup>nd</sup> & Pacific Avenue, Playa del Rey	310 305 9935 (Pay Phone)
3100 Ocean Front Walk, Venice	310 821 8452
2700 Ocean Front Walk, Venice	310 821 3422
300 Ocean Front Walk, Venice	310 396 0211
14800 Pacific Coast Highway, Pacific Palisades	310 459 1592
15800 Pacific Coast Highway, Pacific Palisades	310 230 1450
17700 Pacific Coast Highway, Pacific Palisades	310 454 9115
18700 Pacific Coast Highway, Malibu	310 456 9159 (Pay Phone)
23000 Pacific Coast Highway, Malibu	310 317 0970
7103 Westward Road, Malibu	310 589 2509
29640 Pacific Coast Highway, Malibu	310 457 9439 (Pay Phone)
33850 Pacific Coast Highway, Malibu	<u> </u>
	Grand Avenue & Vista del Mar, El Segundo  8255 Vista del Mar, Playa del Rey 8255 Vista del Mar, Plaza del Rey 62nd & Pacific Avenue, Playa del Rey 3100 Ocean Front Walk, Venice 2700 Ocean Front Walk, Venice 300 Ocean Front Walk, Venice 14800 Pacific Coast Highway, Pacific Palisades 15800 Pacific Coast Highway, Pacific Palisades 17700 Pacific Coast Highway, Malibu 23000 Pacific Coast Highway, Malibu 7103 Westward Road, Malibu 29640 Pacific Coast Highway, Malibu

### Marina Parking Lots

Fisherman's	13723 Fiji Way	310 821 9887
W Overflow		
49R	13477 Fiji Way	
49M	13500 Mindanao Way	
UR	4545 Admiralty Way	
Q	4350 Admiralty Way	
OT	4220 Admiralty Way	
N	14101 Palawan Way	310 821 1081
IR .	4101 Admiralty Way	
GR	14101 Panay Way	
FF	14151 Marquesas Way	
3S	4601 Via Marina	
VP	4752 Via Marina	
СР	13560 Mindanao Way	

#### **SUMMARY**

- ☐ If you are not sure of the proper charge, ask the Facility Manager for assistance. Do not guess!
- Film crew parking cannot be reserved <u>without payment</u> in advance. During peak filming periods, some lots are in demand and may be of interest to more than one film company.
- It is possible to rent space to more than one film company on the same lot and same day. If space has already been arranged and paid for by one company and a second company inquires about space on the same day, consult with the Facility Manager. We may be able to accommodate both crews.
- You may not accept any gifts or gratuities from film companies (Incidental food is ok).
- If any actual filming is to take place on the parking lot or at the entrance/exit area, etc., you must get a copy of the Film Permit before you can quote a price for parking and/or lot use. Also, check with the Facility Manager prior to quoting a price. "Filming" is much different than crew parking.
- All charges including parking and/or labor <u>must</u> be paid in advance. This is a requirement of our contract.

#### PARKING CONCEPTS INC.

### Fisherman's Village

### Cashier's Shift Report BEACHES AND HARBORS

#### 12/10/2002 Shift Booth 2 Rolando Cruz Time 8:30am Opening/Clasing Lane \$ 100.00 \$ 100.00 112021 704223 Tickets Must be taken from each Rale Total License plate, car make Amouni ticket machine at the start Breakdown and model must be recor and end of each day. 0.75 16.50 ded on the back of this 13 1.50 19.50 report. 2.25 0 5 3.00 15.00 3.75 31 116.25 Validated tickets only All tickets issued by ticket machine not issued to 2 4.50 9.00 5.25 customers 9 20 6.00 120.00 This total must always be the same with the total Void obtained from cash register. Vals 73 Tickets under If total is different please fully explain reasons why. 10 minutes 11 In & Out 0 grace period 27 0 only 0 220 <Total> 343,50 Number of cars on lot at opening or closing: Write license plate inventory on back of shift report Notes; Please write any problem you experience with parking equipment, customers or transactions.

CERTIFICATION: I certify this Cashier Shift Report is a true and complete account of collections made by me on this date

Cashier's Signature:



## Fisherman's Village CASHIER SHIFT REPORT BEACHES AND HARBORS

•	to to	Out	· -		
	Time	للبل		Cashler	s Printed Name
Bank Oper	ı Close			Lane 1	Lane 2 Lane 3
sued \$	\$		Closing		
			Opening		
			ickets issued		
		Tickets		Total	
		Breakdown	Rate	Amount	
		×	\$1.00	\$	•
•			\$2.00	\$	·
			\$3.00	\$	
			\$4.00	\$	
			\$5.00	\$	
			\$6.00	\$	
			\$7.00	\$	
			\$8.00	\$	
100					]
	Ÿ				<u>.</u>
			VOID ·		
			FREE ENTRY		<u> </u>
		<u> </u>	VALIDATION		
			TOTAL	\$	
		L	100000000000000000000000000000000000000	L	<b>.</b>
	Number of cars on			Please write l	license plate inventory on back of shift re
lotes:	Number of cars or	i the lot at closin	g:	•	
	•				
	•				
			· · · · · · · · · · · · · · · · · · ·	t	· ·
			······································		

Date

Cashier's Signature

### Parking Concepts, Inc.

Day	Machine	and N	Matar !	ا مم
~av	Machine	anu r	weter	ւսս

Counted By:	
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							Collected By:		
					Date:				
	1							Dinerente (2	
		Colhs	Bills	Total	Coins	Bills	Total :	$I_{i} = I_{i} - \frac{1}{2}$	*Actual/Jotal
Nicholas Canyon	10201								
	10202								
Zuma	10203			5 f 1					
	10204								
Point Dume	10405		·						
	10406					•			
	10407								
	10408	<u> </u>							
Surfrider	10209								
	10210								
Topanga	10211	1							
	10212							A STATE OF THE STA	
Will Rogers 5	10113	1.13							
Will Rogers 3	10214						· .		
	10215								
Will Rogers 1	10216					<u></u>			
<u></u>	10217			<u> </u>					
Rose	20118		, M. y			ļ			
Venice	20119			<del> </del>					
Washington	20120	<del></del>							
,	30445					<b></b>			
00 11 (/01 )	30046				<u> </u>		<u> </u>		1
62nd Lot(Playa)	30047	#	<u> </u>						
Grand	30225		·	. ·	ļ	<u> </u>			
	30226		1.		<u> </u>	<del> </del>	-		
Bluff	Coins	2.5 April 1	7	·		<del> </del>			
Blutt	30421 30422	<u> </u>	i i i	<del></del>	<del> </del>	<del></del>		<del> </del>	
i	30422				<del> </del>	<del> </del>	ļ		
	30424			<del></del>	<b></b>				
, '	Coins				<del> </del>	<del> </del>		<del> </del>	
Torrance	30427	<del></del>	<u> </u>			<del> </del>		<del> </del>	
TOTTUTIO	30428		-			<del>                                     </del>		<del>                                     </del>	<del></del>
	30429	·			<del> </del>	<del> </del>	<del> </del>	1	
l '	30430		<del> </del>		<del> </del>	<del>                                     </del>		1	
Whites Point	30231				<del> </del>	<del> </del>		<del>                                     </del>	
1	30232		<del>                                     </del>		<del> </del>	<del> </del>		<del> </del>	<del> </del>
Lot 2	40233					<u> </u>	· · · · · · · · · · · · · · · · · · ·		1
	40234		<del></del>		<del> </del>	1		1	† <del></del>
Lot 4	40135			<del></del>		1 .	1		
Lot 5	40236					1	<del>                                     </del>	<del> </del>	
1	40237		1 1 1 1		<u> </u>	<b>†</b>	1	· · · · · · · · · · · · · · · · · · ·	<del></del>
Lot 7	40138		1				<del> </del>	1	<u> </u>
Lot 8	40139				1				
Lot 9	40140		1 .	1				<del>                                     </del>	<del>                                     </del>
Lot 10	40141			1	<b></b>			<del>                                     </del>	1
Lot 11	40142		<u> </u>		<del>                                     </del>	<del> </del>			
Lot 12	40143		<del> </del>	<del> </del>	<del> </del>	1	<del> </del>	<del> </del>	1
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#### PARKING CONCEPTS, INC. PARKING CONCEPTS, INC. **TALLY SHEET TALLY SHEET** Location: Location: \_\_\_\_\_ Date: Day: Day: Date: BREAKDOWN BILLS TOTAL BREAKDOWN BILLS DESTROTAL \$100,000 \$100.00 \$50.00 \$50,00 \$20,00 \$20.00 \$10.00 \$10.00 **4\$**5.00° \$5,00 \$2.00 \$2,00 \$4.00 REFREAKIDIOWN I FGOING BEACH TOTALLY STATE IEREAKDOWN A KOINS A WAS TOTALS \$1 (0.0) \$100 80.50 \$0.50 (30,23 \$0.25 50.10 (50 (10 \$0.05 \$0.0A \$10,016 TIOTIALE FOHECKS - TOTAL RESPONDED OF CHECKS esserijotaliese. TOTAL TOTAL \$ **GRAND TOTAL: GRAND TOTAL:** COUNTED BY: COUNTED BY: **VERIFIED BY:** VERIFIED BY:

# Parking Concepts, Inc. 14110 Palawan Way

Marina Del Rey, CA 90292

Telephone Number: (310) 821 - 1081 After Hours Telephone Number: (310) 821 - 2445

Fax Number: (310) 821 - 9855

#### Important Telephone Numbers for our Parking Operation

research Name	tinte .	Pager Number	e shoiligelsi teduluk
Frank Vargas	General Manager		(310) 505 - 9261
Lilian Alvizures	Assistant Manager		(310) 863 - 5238
Esmeralda Padilla	Administrative Assistant		(310) 350-9438
Angie Aleman	Administrative Assistant		(310) 350 - 9350
Abel Rivas	Field Supervisor	(310) 236-0961	
Salahuddin Mohammed	Field Supervisor	(310) 236-1603	
Surafel Melekot	Field Supervisor	(310) 236-0784	
Leticia Dubon	Field Supervisor		,
Swapan Nath	Field Supervisor		
David Chan	Field Supervisor		
Jessie Martinez	Field Supervisor		
Orlando Escobar	Field Supervisor		
Manuel Morales	Field Supervisor		
Syed Hossain	Field Supervisor		1 1

	Name of Collisione U. &	and the religion of Kinniber and the
Pariiking Congresses	North Cell	(310) 420-6673
MaintOffice & Int.	Central(Venice) Cell	(310) 420-5248
(213) 746-5764	South Cell	(310) 628-9499
Los Angules Police Deci-	Marina Cell(Collections)	(310) 420-5487
(310) 202-4501	Spare 1(Various)	(310) 350-9438
LA County Beadnes	Spare 2(Various)	(310) 350-9350
(310) 305-9503	Topanga Cell(Vaious)	(310) 925-9196
ous will Sufficient inworks see a	WT.PointCell(Various)	(310) 420-5071
(310) 640-9911		

Logation Rame	Pinone Nomber	recommendation Address at	Milotal Spaces
Nicholas Canyon	Nextel when available	33850 P.C.H., Malibu	151
Zuma	Nextel when available	29640 P.C.H., Malibu	2025
Point Dume(Westward)	(310) 589-2509	7103 Westward Rd., Malibu	373
Surfrider(Adamson House)	(310) 317-0970	23000 P.C.H., Malibu	90
Topanga	(310) 456 0546	18700 P.C.H., Malibu	96
Will Rogers # 5	(310) 459-9115	17700 P.C.H., Pacific Palisades	52
Will Rogers # 3	(310) 230-1450	15800 P.C.H., Pacific Palisades	1611
Will Rogers # 1	(310) 459-1592	14800 P.C.H., Pacific Palisades	135
Rose	(310) 396-0211	300 Ocean Front Walk, Venice	288
Venice	(310) 821-3422	2700 Ocean Front Walk, Venice	303
Washington	(310) 821-8452	3100 Ocean Front Walk, Venice	380
Fisherman's Village	(310) 821-9887	13723 Fiji Way, Marina Del Rey	439
Dockweiler	(310) 322-5008	8255 Vista Del Mar, Playa Del Rey	1200
Dockweiler RV	(310) 322 7036	Reservation # M-F 9-5pm 322-4951	117
Bluff Lot	(310) 322 5366	Hyperion and Vista Del Mar	583
Grand	Nextel when available	Grand and Vista Del Mar	113
Torrance	3103734164	387 Paseo Del Mar, Torrance	405
Whites Point(Royal Palms)	(310) 519 1751	1799 Paseo Del Mar, San Pedro	191

### **Company Vehicle Inspection Report**

Supervisors Name Date Starting Mileage Ending Mileage

#### MARK LOCATION OF ANY DAMAGE







Passenger Side

Inspection Outside Vehicle			Inspecti	on Insi	de Vehicle	-	
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Bumper				Dashboard	1		
Front Lights				Underflooring			
Wipers				Rubber Matting			
Flashers				Front Passenger Seat			- 1,
Windshield				Back Passenger Seat			
Turn Signals				Interior Lights			1
Head Lights				Emergency Flasher		1.0	1
Passenger Door	1.			Horn			
Windows				Seat Belts			
Side Panels				Heater			
Side Mirrors			1	Air Conditioner		· ·	
Tires				Steering Wheel			
Driver Door				Radio	1		1
Gas Cap		1		<i>'</i>			

Is Interior Clea	n?				Is	Exterior	Clean?		<del></del>
Drivers Notes			. *					•	
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### PARKING CONCEPTS, INC.

### AVAILABILITY FORM

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### PARKING CONCEPTS, INC.

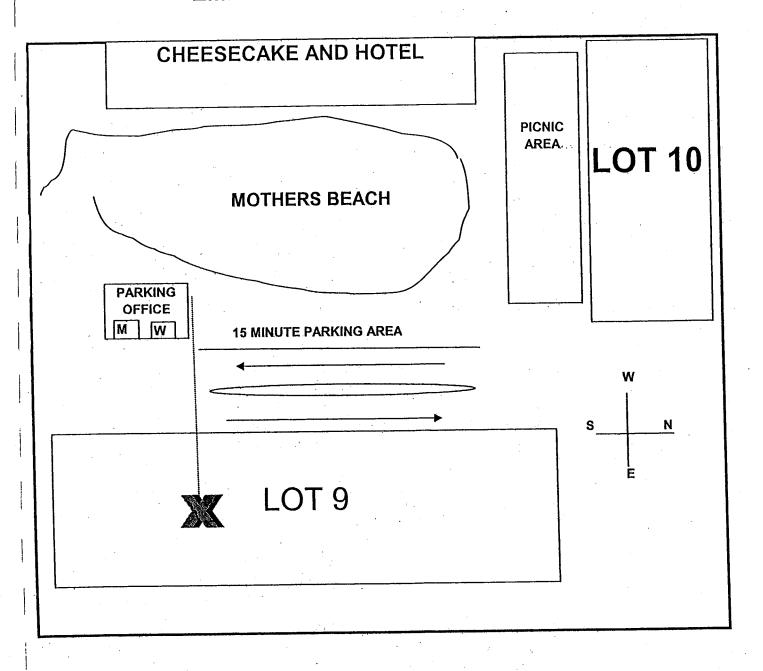
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EMPLOYEE:			
MONTH:	1	w.c.	
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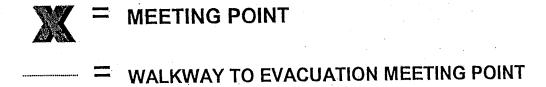
Location # 317

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Approved:	District Manager	I certify that the above is true and correct.
Approved:		
	Corporate	Employee Signature
Passthrough	YesNo	

### **EMERGENCY EVACUATION MAP**







#### PARKING CONCEPTS INC

14110 Palawan Way Marina Del Rey, CA 90292 (310) 821-1081 office (310) 821-9855 fax

In consideration of the payment of		(\$
for all day(s) or partial day of act	ual use, permission is hereby	
Their directors,	employees, agents, represent	atives, and
licensees (individually) ("Producer"), to	enter, and remain upon the prop	perty located
at:	the production of	that certain
production presently known as	the "Production"), com	mencing on
	l completion of all scenes and wo	
estimated to be on,	and agrees to remove the san	ne after the
completion of work and leave the Pro-	perty in as good condition as wh	en received,
reasonable wear and tear excepted.	,	
	,	*

- 2. Producer agrees to use reasonable care to prevent damage to the Property, and will indemnify the Licensor and hold the Licensor harmless from and against any and all claims and demands arising out of or based upon personal injuries, death or Property damage (reasonable wear and tear excepted) resulting solely from any act by Producer in connection with the use of the Property and the Production activities described herein. The Licensor will cooperate fully with Producer and its legal representatives and provide any reasonable information in the investigation of any claim covered by this indemnification.
- Producer will only be responsible for paying the license fee set forth in Paragraph 1 3. for days or partial days on which Producer actually utilizes the Property. The license fee shall be payable in advance. Partial days are not pro-rated. The duration of the License Term may be postponed or suspended, as applicable, and extended for delays caused by adverse weather conditions, force majeure events or Production emergencies beyond Producer's control and for the purpose of retakes and/or added scenes, as specified below, subject to Licensor's approval and space availability. Producer shall have the right, exercisable in its sole discretion, to abridge the License Term at any time and for any reason without Producer incurring any further obligation or liability whatsoever, provided, however, that if Producer has commenced its use of the Property, it shall pay to Licensor the applicable daily rate set forth above for the number of days or partial days Producer has actually used the Property. Producer may at any time elect not to use the Property by giving the Licensor a minimum twenty-four (24) hours' written notice of such election, in which case neither party shall have any further obligation to the other party. A \$100.00 Cancellation Fee may be applied to all cancellations.
- 4. At any time within six (6) months after the License Term, Producer may, following not less than five (5) days' advance notice to the Licensor, and subject to availability, re-enter upon and use the Property for such period as may be reasonably necessary to photograph and record such retakes and/or added scenes as are desired by

Producers Initials

6/22/2005

Producer, in which event, the daily rate set forth in Paragraph 1 shall apply subject to space availability (weekends, holidays and summer season excluded).

- 5. Licensor represents and warrants that he is the sole and exclusive Licensor of the Property and/or has the full power and authority to execute this Agreement on behalf of Owner and to grant to Producer all of the rights granted herein, that no other permissions, authorizations or payments of any kind are necessary to permit the full use and enjoyment by Producer of the rights granted to it herein, and that the Property is safe and suitable for all the purpose of parking motor vehicles. The Licensor hereby agrees to indemnify and hold Producer harmless from and against any and all losses, costs, liability, judgments, damages, claims and expenses (including reasonable outside attorneys' fees) arising from any breach of any negligent warranty or Agreement made by the Licensor in this Agreement.
- 6. In no event shall the Licensor have any right to seek or obtain, for any reason whatsoever, an injunction or any other form of equitable relief against Producer or the Production or otherwise interfere with or impair the development, production, distribution, exhibition, other exploitation, advertising, promotion, publicizing or merchandising of the Production. The Licensor's sole remedy hereunder shall be an action at law for damages, if any.
- 7. The Licensor shall not have the right to assign this Agreement, in whole or in part, at any time, to any person or entity except in the event of a sale or transfer of the Property, or any portion thereof, if provided that the purchaser assumes in writing all of Licensor's obligations hereunder and otherwise complies with all of the provisions hereof.

#### 8. Additional Terms:

- A. Producer agrees to abide by all parking rules and regulations as established by Licensor for each Property.
- B. Producer agrees that no vehicles(s), equipment or supplies shall enter or be placed upon the Property prior to \_\_\_\_\_\_. Should Producer or any of Producer's employees, contractors, suppliers or individuals associated with Producer violate this Section 8B, Producer agrees to pay Licensor an early entry penalty of One Hundred Sixty Dollars (\$160) supervisor/labor assessment, for each occurrence.
- C. Producer shall provide a Certificate of Insurance naming Parking Concepts, Inc. and the County of Los Angeles as additional insureds, prior to entering any Property.
- D. Producer understands that a current Entertainment Industry Development Corporation (EIDC) or City of Malibu Film Permit must be provided to Licensor in advance, if Producer intends to film on the Property and/or if Producer wishes to park or place equipment, trucks, trailers, etc. on the Property. A current film permit is required unless parking arrangements are for crew cars only. (If Producer films on property, all right, title and interest to such footage shall be solely owned by producer.)
- E. Producer agrees that at no time should Handicap and Electric charge vehicle spaces are not to be used for parking production vehicles, staging of equipment or filming use at any time. Handicapped spaces are not to be tampeted with,

	6/22/2005
Producers Initials	

- removed, relocated or bagged at any time. Public access to Handicapped spaces shall not be impeded in any manner.
- F. Any Curbs painted red are done so to indicate a legally enforced NO PARKING ZONE. The red cul-de-sac at the end of Westward Beach parking lot is for emergency use only.
- 9. This Agreement shall be exclusively governed by and construed in accordance with the laws of California (without regard to conflicts of law principles) applicable to Agreements entered into and wholly performed therein.
- 10. This is the complete and binding Agreement of the parties, superseding all prior understandings and communications with respect to the subject matter hereof, and it cannot be amended except by a subsequent writing signed by all parties hereto.

ACCEPTED AND AGREED:	ACCEPTED AND AGREED:
Producer	PARKING CONCEPTS, INC.
Ву:	Ву:
Its:	Its:
Dated:	
Contact Person:	Contact Person:
Telephone:	
Cellular:	
Pager:	

#### UNIFORMS AND PHOTO IDENTIFICATION

If Parking Concepts is awarded a new contract, we intent to purchase and provide <u>new</u> uniforms for all cashiers, attendants, traffic and field personnel. The uniform will be of the highest quality, appropriately designed for a <u>first class</u> beach parking operation and will, of course, be subject to the Director's approval. Uniforms are always provided to Parking Concepts employees free of charge.

Parking Concepts presently maintains a professional DAC-TEK Photo Identification System for the exclusive use of parking operation. This system is used to provide professional photo identification for PCI employees assigned to the beach parking operation.

All employees, including new hires, trainees, cashiers, attendants, maintenance personnel and supervisors will always have upon their person, a "photo ID".

#### PUBLIC RELATIONS

To any company competing in a public service related field, nothing is more important than "public relations". Patrons utilizing the various beach and Marina del Rey parking facilities will have a series of opportunities to form judgments about their parking experience. This series of events will start at the facility entrance. Impressions will be made in regards to the appearance of the parking personnel in the area (if staffed), to the condition and appearance of the equipment and the ability to quickly and easily access the lot. If directions or assistance were needed, were they offered? Most people do not need assistance but the ones that do, greatly appreciate if it is offered in a proper manner. Many patrons may be using the various facilities for the first time and would appreciate assistance that is offered in a friendly manner.

The exiting patron is most certainly going to come away with some impression of the parking program. It is in everyone's best interest to have the parking patron leave the facility with a positive impression.

Good public relations are primarily the result of a good attitude and a sincere interest in providing assistance to everyone. A good public relations program starts with setting the right example by senior management and maintaining this attitude/example all the way through the organization... top to bottom... bottom to top!

A successful program requires careful pre-employment screening, a consistent focus on personal appearance, including grooming habits and hygiene, providing and maintaining an adequate supply of attractive uniforms, rewarding exemplary employees, on-going employee training and a sincere interest by all to constantly improve the only product we have to sell... service.

#### **CUSTOMER COMPLAINTS**

Parking Concepts has a policy of responding to <u>all</u> customer complaints in a prompt and professional manner. We take every complaint seriously and encourage the general public to contact us with their comments, criticisms and/or suggestions.

We believe strongly that whenever an individual takes the time and effort to contact us regarding service, parking rates, employee attitude, vehicle or property damage, or for any matter whatsoever, they are entitled to be respectfully heard and responded to.

Our policy is that all complaints received via telephone are handled promptly by the most senior supervisor or manager available that would have knowledge or authority over the particular employee or circumstance. If the appropriate supervisor or manager is not immediately available, the customer is assured that someone at a senior management level will be in contact with them within two hours. It is a very rare occurrence when we fail to stay within these guidelines.

This policy also applies to weekends and evening periods. We have senior management staff on-duty seven days per week. Also, the general public or staff can contact supervisory personnel 24-hours per day, seven days per week by simply calling our Los Angeles headquarters office. All of Parking Concepts administrative staff can be reached 24-hours per day, seven days per week.

Written complaints are always responded to in writing. Our policy is to respond within two business days unless significant investigation is required, such as a major damage claim, etc. Even if an investigation is required that will take more than two business days, we will acknowledge receipt of the complaint and provide a time specific date for a response. Also, customer complaint forms and damage claim forms are maintained on site at all Parking Concepts locations.

We have found that the best way to reduce complaints is to make a sincere effort to prevent them from occurring in the first place. A little good faith and sincere effort goes a long way. We encourage the public to contact us with their complaints. It gives us an opportunity to improve our "service" (our only "product") and to hear the customers' perspective as to how we are performing.

Regardless of how complaints are presented to us, be they hostile and aggressive, or polite and courteous, we always respond in a respectful, professional manner.

We are proud to say that over the past three and one half years that we have been operating under our current contract, we have received far more compliments than complaints. That fact is unusual in our industry.

#### RECRUITMENT, HIRING AND TRAINING

The following procedures will be followed for all job applicants:

- Written job application including detailed work history, residential and educational background.
- . Confirmation of work history and personal references. (We do check references.)

- . Personal profile and integrity profile testing/screening.
- . Testing for communication skills, aptitude and attitude.
- . Verification of legal residency and right to work.
- . Verification of proficient verbal communication skills.

Note: We have included in the following pages a sample of the "Reid Report" which is required to be taken by all job applicants. The "Reid Report" is an in-depth profile screen that will surface an individual's propensity towards three specific areas. They are:

- Employee theft
- Drug Use
- Personal character

These "tests" are evaluated and scored by a 'third party' via computer (modem) within minutes of their completion.

We have had great success in improving the quality and character of the individuals we have hired over the past several years since we implemented the application of the "Reid Test".

The cost to provide, administer, screen and evaluate these "tests" is the sole responsibility of Parking Concepts.

As in the past, we intend to recruit local residents for all available positions. When positions open up, we contact the local Employment Development Department in addition to local colleges, churches and some retirees association, if they are nearby. Overall, our track record is quite good at recruiting local residents for this contract.

### Reid Psychological Systems

FOR IMMEDIATE RELEASE

CONTACT: LAUREL A. HOPPER

312/938-9200

#### WHAT ARE THE MOST COMMON TYPES OF EMPLOYEE CRIME AND DRUG ABUSE IN PARKING LOTS?

Researchers at Reid Psychological Systems in Chicago (publisher of written tests used to select job applicants) have found in a survey of about 1000 parking lot applicants that more than 18% admitted committing a recent crime sufficient to have them disqualified from; and nearly 10% admitted to significant drug use both on and off the job.

The psychologists conducting the study say these admissions are particularly noteworthy since they were freely made by subjects as they completed the Reid Report (the original written integrity test) while applying for a job. Therefore, the study results are probably understated: in such circumstances employees typically admit to only about half of their actual counter productive acts.

The most frequently confessed crimes were: The most frequently confessed drug abuses were:

Act	Number of Admissions	_	lumber of dmissions
Stole merchandise from an employer	61	Uses marijuana before or at work	32
Stole money from an employer	30	Uses marijuana away from work	27
Illegally concealed a weapon	30	Uses cocaine before or at work	13
Stole something from a store	29	Uses hallucinogens away from work	13
Bought stolen merchandise	25	Drug use has affected job performance	13
Robbed a drunk	24	Uses speed before or at work	11
Committed assault/battery	17	Other drug admissions	73
Other criminal admissions	171	Total drug admissions	182
Total criminal admissions	387	1	•

For more information about this study and Reid test products, contact Reid Psychological Systems, 200 S. Michigan Avenue, Chicago, IL 60604 (312) 938-9200.

#### Theft by Employees in Work Organizations

Prepared under a U.S. Grant from the Community Crime Prevention Division, U.S. Department of Justice.

University of Minnesota Department of Sociology 114 Social Science Tower 267 19th Avenue South Minneapolis, MN 55455

John P. Clark (612) 624-0081

#### **Demographics**

Three-year project conducted 1980-83 which included:

- 47 complex corporations; 9,431 Employees; 247 Executives; 30 Labor Unions and Associations.
- Cleveland, Fort Worth, Dallas marketing areas.

#### **Conclusions**

Part-timers steal dramatically more than full-timers.

Tenure - 66% of theft is by employees who have worked 2 years or less, 33% of theft is by employees who have worked 6 months or less.

Age - 1 &-22 constitutes 12% of work populations, but 67% of all theft acts.

Single people out-steal married.

Theft correlated very high with above average time and production deviance (i.e.: excessive breaks, tardiness, slow and sloppy workmanship.

Dissatisfied or disgruntled employees are more involved with theft.

People looking for new jobs.

People going to school.

#### **Findings**

Organizational controls do have effect.

Companies with clearly defined anti-theft policy had lower levels of theft.

Pre-employment screening is proven to be an effective theft control strategy and also deters other "bad apples" from applying.

This step employment also conveys the message that the organization is concerned with insuring the highest level of integrity among its work force.

#### Proven to be most effective

Pre-employment selection

Repetitive security measures that tell employees theft is not accepted behavior

Prosecution in all cases

#### In retail stores

Unauthorized discounts most common theft

Employees with greatest unrestricted access to and knowledge of property which can be taken - namely sales clerk

Most important cause of theft - dissatisfied employee will take merchandise, money or time

Younger and never marrieds = higher level of involvement in property misuse (reason: dismissal is no threat to someone with no dependents, no personal investment in success of company, no seniority or career aspiration; students very often see job only as a means to an end, consequently easy to justify theft)

#### Discussion

Those firms who signal to the employee that taking company property and assets is theft, which establish rules and procedures to detect theft of property by employees and who are selective in whom they choose to hire, generally have lower levels of theft.

Those firms who infrequently mention subject of theft and who fail to implement procedures to prevent theft, have highest amount of theft.

It is imperative to have consistent climate of concern regarding internal theft.

#### **Facts**

30% of all business failures are due to employment theft. (U.S. Department of Commerce)

\$40 billion a year - crimes against business.

Theft by employees is considered to be the single most significant dollar impact offense category of all crimes against business. (American Management Association, 1977)

# REPORT





The questions on the following pages comply with all federal and state laws prohibiting discrimination on the basis of race; creed, color, religion, age, sex, national origin, handicap or record of offenses.

Answer all questions trulbfully and completely. Work quickly, but do not rush. If you are not certain of an answer, or find it difficult to choose, select the one that you agree with at least slightly more. Give only one answer to each question unless otherwise instructed. Answers that are until a ked or skipped can cause your job application to be rejected.

This question maire is only one factor considered in your application for employment. The results are confidential and will be reported only to the company that asked you to complete it. It you take any questions, ask your questionnaire administrator only. Do not talk about either questions of answers with anyone cise.

Put your answers to the following questions on page L of your answer sheet.

- SIGNATURE. Read the statement at the top of the answer sheet and sign your name
- POSTTION. Print the position you are applying for
- WORK PEANS. Darken the bars to describe your work plans. For example, if you are applying for temperary part-time position, you would darken both the "Part" and "Temp" bars, like this

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- CURRENT DATE. Print today's date. If your answer sheet has numbers below the spaces, darken the correct bars.
- NOW BEGIN THE QUESTIONNAIRE. Be sure to fill in your answer bars completely like this completely like this completely like this completely.

For each of the following questions, darken Y for YES or N for NO. Darken only one bar for each question, and darken the bar completely.

- 1. If you knew a member of your family was stealing from a place where he works, do you think you would report it to his boss?
- 2. Do you always tell the truth?

If you were a large store owner and you found out that an employee had stolen merchandise from you, would you fire him if the total amount he took was worth less than:

- 3. \$5.00 in one year?
- 4. \$10.00 in one year?
- 5. \$25.00 in one year?
- 6. If you could get into a movie without paying, and be sure you would not get caught, would you do it?
- 7. If you found \$100 that was lost by a bank truck on the street yesterday, would you turn the money over to the bank, even though you knew for sure that there was no reward?
- 8. Were you ever tempted to take company merchandise without actually taking any?
- 9. Do you believe you are too honest to steal?
- 10. Did you ever just think of taking any money from a place where you worked without actually doing it?
- 11. Do you believe a person who has taken money just a few times from the place where he works should be given another chance?

A bank teller was too old to get another job; yet after 28 years of loyalty, he was making one-half of what a 22 year-old person was making in the same kind of job. In order to survive, the older man had to cheat the bank out of \$500 each year. He took the money in a manner that the bank never missed it, except that he finally told the president about it.

- 12. Do you think that criminal charges should be placed against this person?
- 13. Do you think the man should be arrested?
- 14. Do you think he should be given a criminal record for stealing that money?
- 15. Do you think such a person should be sent to jail?
- 16. Did you ever think about doing something which, if you had done it, would have been a crime?
- 17. Do you think it is okay to get around the law if you don't actually break it?
- 18. Do you believe a person who has taken merchandise from his company just a few times should be given another chance?
- 19. If you received a \$1.00 item from a large mail order house that you were not charged for, would you go through the trouble and expense to mail that item back to the mail order house?
- 20. On the 20th of each month, an old employee took company money to pay on his mortgage. On the 30th of each month, payday, he paid it back. After 15 years the man was finally seen by his boss putting the money back. No shortage was found, but the boss fired him anyway. Do you think the boss did right?
- 21. If you found when you got home that a salesclerk failed to add a \$1.00 item that you bought, would you return the next day and pay the \$1.00 to the store?
- 22. Do you believe the average person has cheated somebody out of money or goods at some time in his life?

23. If you got merchandise by accident from a vending machine, would you put the money in the machine anyway?

For each of the following questions, darken the one bar for the letter of your choice.

24. I rate my own honesty as follo
------------------------------------

- a. Far below average
- e. Slightly above average
- b. Below average
- f. Above average
- c. Slightly below average
- g. Far above average

- d. Average
- 25. Except for minor office supplies, the total dollar value of *merchandise* or *goods* not belonging to you that you have taken from all of your jobs or employers in the last FIVE YEARS has been about:
  - a. None
- d. \$25 at most
- g. \$1,000 at most

- b. \$5 at most
- e. \$100 at most
- h. Over \$1,000

- c. \$10 at most
- f. \$500 at most
- i. I forget
- 26. The total amount of *money* not belonging to you that you have taken from all your jobs or employers in the last FIVE YEARS has been about:
  - a. None
- d. \$25 at most.
- g. \$1,000 at most

- b. \$5 at most
- e. \$100 at most
- h. Over \$1,000

- c. \$10 at most
- f. \$500 at most
- i. I forget

Today, almost everyone has at some time had a problem in dealing with other people.

- 27. How many times have you found yourself in shouting matches at work in the last TWO YEARS?
  - a. None
- d. Three
- g. Six

- b. One
- e. Four
- h. Seven

- c. Two
- f. Five
- i. More than seven
- 28. How many times have you found yourself in shoving matches or fistfights in the last TWO YEARS?
  - a. None
- d. Three
- g. Six

- b. One
- e. Four
- h. Şeven

- c. Two
- f. Five
- i. More than seven

Today, committing a crime does not in itself bar you from employment. Each case is considered on its own merits, and only crimes that affect your qualifications for this job will be considered. Your answers to the following questions will be kept confidential, but untruthful or skipped answers can cause your application to be rejected. (Do not admit to any convictions for which you were later pardoned, or which have been annulled or sealed by a court. Also, in California, do not admit to any convictions involving marijuana that occurred more than two years ago.)

- 29. Have you taken something from a store without paying for it in the last FIVE YEARS? Darken Y for YES or N for NO.
- 30. Have you committed any criminal act in the last FIVE YEARS? (Don't include any driving violations.) Darken Y for YES or N for NO.
- 31. Have you been convicted of any criminal act in the last FIVE YEARS? (Don't include any driving violations.) Darken Y for YES or N for NO.
- 32. If you answered YES to Question 30 or 31, indicate the date and describe each act. Write your answer only in the space provided.

Today, people use a variety of substances for recreational or other purposes. The following questions refer to your use of substances in the last FIVE YEARS. Darken only one bar for each question, and darken the bar completely.

33.	If necessary for employment, would you take a drug test? Darken Y for YES or N for NO.
34.	How frequently have you drunk alcoholic beverages WHILE AT WORK OR JUST BEFORE? (Don't count social occasions at work like lunch with a client.)
	a. Daily b. One to Four c. One to Four d. Tried Once e. Never or More Times per Month Times per Year or Twice
35.	How frequently have you used marijuana WHILE AT WORK OR JUST BEFORE?  a. Daily b. One to Four c. One to Four d. Tried Once e. Never or More Times per Month Times per Year or Twice
36.	How frequently have you used cocaine WHILE AT WORK OR JUST BEFORE?  a. Daily b. One to Four c. One to Four d. Tried Once e. Never or More Times per Month Times per Year or Twice
37.	How frequently have you used other drugs WHILE AT WORK OR JUST BEFORE? (Don't count tobacco, caffeine, or drugs used for medical reasons.)  a. Daily b. One to Four c. One to Four d. Tried Once e. Never or More Times per Month Times per Year or Twice
38.	How frequently have you drunk alcoholic beverages WHILE AWAY FROM WORK?  a. Daily b. One to Four c. One to Four d. Tried Once e. Never or More Times per Month Times per Year or Twice
39.	How frequently have you used marijuana WHILE AWAY FROM WORK?  a. Daily b. One to Four c. One to Four d. Tried Once e. Never or More Times per Month Times per Year or Twice
40.	How frequently have you used cocaine WHILE AWAY FROM WORK?  a. Daily b. One to Four c. One to Four d. Tried Once e. Never or More Times per Month Times per Year or Twice
41.	How frequently have you used other drugs WHILE AWAY FROM WORK? (Don't count tobacco, caffeine, or drugs used for medical reasons.)
	a. Daily b. One to Four c. One to Four d. Tried Once e. Never or More Times per Month Times per Year or Twice
	For the following questions, darken the one bar for the letter of your choice.
42.	I am legally entitled to work in:  a. Canada c. Canada and U.S.  b. U.S. d. None of the above
43.	What is the highest school graduation level you have attained?  a. Grade school  b. High school graduate  c. 2-year college graduate  f. Advanced degree

How many times have you been fired from a job in the last FIVE YEARS?
a. None d. Three times
b. Once e. Four times
c. Twice f. More than four times
What is the total number of full-time jobs you have held in the last FIVE YEARS?  a. None  e. Four
b. One f. Five
c. Two g. More than five d. Three
If hired, how long do you plan to work for this company?
a. Less than six months c. One to two years
b. Six to eleven months d. Three to five years
e. More than five years
What is the total number of days you missed from your last YEAR of work? (Don't count paid vacations.)  a. None  d. Six to eight days
b. One to two days  e. Nine to eleven days
c. Three to five days f. Twelve or more days
If your supervisor in your present or most recent job rated your overall performance, it would be:  a. Excellent d. Fair  b. Very Good e. Poor  c. Good
If this supervisor rated your safety record on the job, it would be:
a. Excellent d. Fair
<ul><li>b. Very Good</li><li>c. Good</li></ul>
Are you licensed to drive a car? Darken Y for YES or N for NO.
Are you licensed to drive a truck? Darken Y for YES or N for NO.
55. Now turn to the back of your answer sheet. First enter your name, address, and phone number in the spaces provided. Then describe your recent work history. Start with today and work backwards. Include: 1) all full-time jobs; 2) all part-time jobs; 3) all periods of self-employment; 4) all periods of military service; and 5) all periods of unemployment while looking for work. Also include any full-time volunteer work that you wish to have considered. When unemployed, enter UNEMPLOYED in the space for "Employer" and show dates. For periods of military service, write your branch of Armed Service in the space for "Employer" and print your Military Occupational Specialty in the space for "Job Title".

If your supervisor rated your performance, it would be: Excellent

	FOR OFFICE	USEONLY
ADMINISTRATOR'S INITIALS	R CAD CBD CCD CED CED CFD X CAD CBD	NOTE: FOR FAX IN SCORING, FILL IN THE FOLLOWING INFORMATION.
AREA CODE & PHONE NUMBER  ( ) ) OGATION NUMBER DIOH CODE	15670702	ADMINISTRATOR'S NAME COMPANY NAME

Very Good

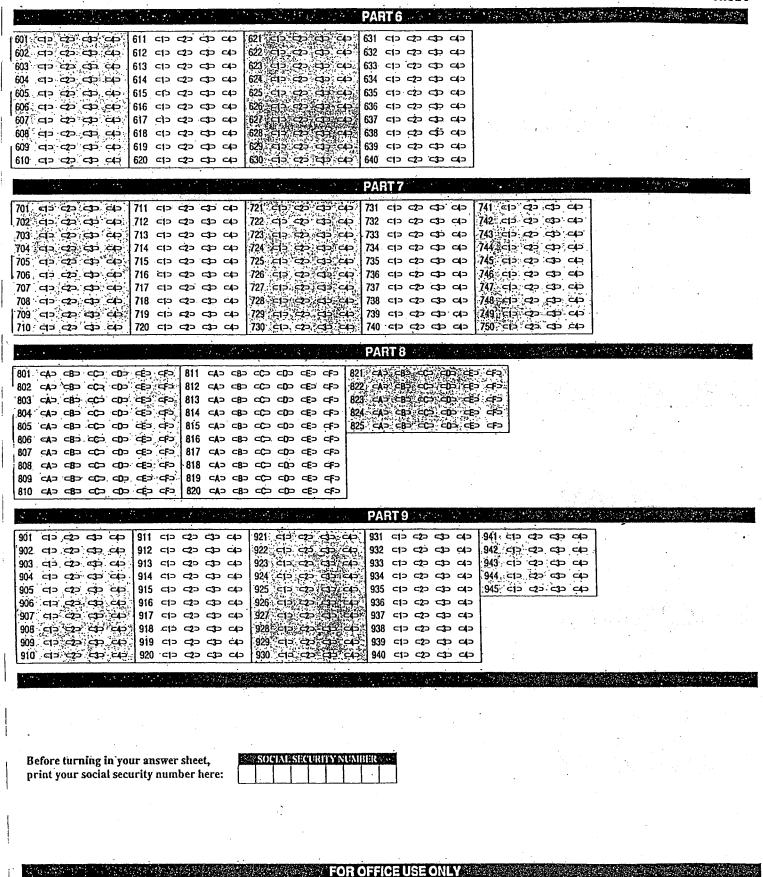


Good

Fair



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OVERALL EVALUATION				ANALYST NO.
ABBREVIATED	PART 6	PART7	PART 8	PART9
Evaluation	Evaluation	Evaluation	Evaluation	Evaluation
Percentile	Percentile	Percentile	Percentile	Percentile
Probability	Probability	Probability	Probability	Probability
Comments	Comments	Comments	Comments	Comments

#### **EMPLOYEE TRAINING AND ORIENTATION**

When a new employee is hired, he or she will be issued an Employee Handbook which outlines Parking Concepts' policies and procedures. We have enclosed a copy for your review. There will be no misunderstanding as to exactly what is required of each employee. Additionally, each "new hire" will be issued a written job description consistent with the position for which he or she was hired.

All new employees will be issued complete uniforms prior to their first work assignment.

Our training program for new cashiers will be approximately 16 hours of training and working with an experienced cashier in addition to "take home" materials for review prior to the first day work. New cashiers will have every exceptional or unusual transaction reviewed at the end of each shift. All errors will be reviewed with the new cashier prior to each subsequent work assignment. This procedure will continue until the error or "exceptional transaction" ratio is reduced to an acceptable level.

Our employee training is geared towards much more than just how to collect money for the parking charges. We stress the importance of putting forth a pleasant, helpful, "How-can-I-be-of-service-to-you?" attitude. Employee attitude, appearance and demeanor are an ongoing priority.

Because Parking Concepts is known to be a conscientious employer that treats its employees with dignity and respect, we have little difficulty attracting a large number of top quality individuals. We attribute our industry leading low turnover rate to our <u>aggressive</u> screening process, opportunities for advancement, our recognition and awards programs, and ongoing employee training.

#### **DISCIPLINARY PROCEDURES**

As previously stated, all employees are issued an Employee Handbook containing company information and work rules. The work rules are significantly detailed so that each employee clearly understands exactly what is expected of him or her. We have included in the following pages, a representative example of our Employee Handbook. The handbook will be supplemented with location specific work rules and the Collective Bargaining Agreement.

Each work rule violation shall have a progressive disciplinary procedure that would typically entail:

Verbal Warning Written Warning Suspension Termination

Certain violations would require <u>immediate</u> suspension, with possible termination, pending investigation. If the investigation confirms violation of Company Policy in these areas, termination would result:

- Drug use or possession
- Use of alcohol during working hours
- Theft or misappropriation of funds
- Fighting
- Gross insubordination
- Intentional destruction or defacing company or client property
- Sexual Harassment
- · Excessive speed or unsafe driving of valet-parked cars

### Parking Concepts, Inc. Beach Parking Facilities

#### PARKING LOT ATTENDANT GUIDELINES

#### Introduction/Purpose

As a member of the Parking Concepts team, you will play a major role in promoting the public image for Parking Concepts and the Department of Beaches and Harbors.

In many instances, you will be the first and or last "representative" the customer will see each day. First impressions are often the most lasting impressions. Many times the public will judge a whole organization by this first meeting. This manual's purpose is to provide you with guidelines that will assist you in performing the best job possible.

Public contact is extremely important. As employees of Parking Concepts, we are constantly exposed to public opinion. Our first objective at all times must be to give prompt, courteous service to the public. We must maintain the attitude that we are here to serve the public and that they have the right to expect our assistance in making their stay at our beaches as enjoyable as possible. This will include such things as giving directions to nearby points of interest, freeways, surface streets, etc. Employees should familiarize themselves with their area of assignment and it's points of interest.

REMEMBER -- PUBLIC RELATIONS -- IS ONE OF THE MOST IMPORTANT ASPECTS OF YOUR JOB.

#### Area Appearance

It is the responsibility of all employees, prior to opening the parking lot, to inspect the lot for cleanliness. Debris and hazardous material must be picked up. The attendant's booth must be cleaned and maintained daily.

Maintenance and cleaning of the parking lot, attendant's booth and adjoining area is a continuous duty throughout the workday.

#### Uniforms

Attendants will be issued a Photo I.D. badge and five shirts with the Parking Concepts insignia on them. An optional visor or cap will also be supplied. No other headgear is allowed. The Photo I.D. badge is part of your uniform and must be worn while on company property.

All employees are required to wear enclosed shoes at all times. Employees are responsible for the maintenance and upkeep of their uniforms. Uniform shirts and insignias are the property of Parking Concepts and must be returned upon request.

#### Hiring

The beach parking operation is very dependent on local weather conditions. For this reason, work schedules may be suspended or modified if the number of patrons on any given day does not necessitate the staffing of your assigned location.

Attendants will be assigned schedules in advance whenever possible. The schedules will indicate the reporting hours, days and area the employee is expected to work. Each attendant is responsible for checking the schedule for his/her assignment for the coming week.

Parking attendants are temporary recurrent employees and are hired with the understanding that work assignments are on an "as needed" basis.

It is to the attendant's advantage to keep his/her immediate supervisor advised of their availability. Occasions may arise when other areas will need additional people to work the lots and attendants will be called accordingly to their availability.

#### **Inspections and Audits**

The parking facilities will be inspected frequently and anyone mishandling cash and/or tickets or letting cars in without paying will be subject to immediate discharge.

Auditors and people who identify themselves as Parking Concepts employees desiring to gain entry to the parking booth or other parking facilities should be handled as follows:

When a person represents himself as an auditor with Parking Concepts Audit, he/she must display the proper credentials. They expect to be asked for their identification. If they cannot produce proper identification, call for assistance.

When identification has been made, Parking Concepts auditors should be allowed to count your monies and complete their audits. Attendants will call their supervisor to inform them of the audits; but will not delay or hamper the auditors in any manner.

#### General Procedures Information and Guidelines

Always be alert, pleasant, courteous and avoid arguments.

Refer inquiries regarding parking lot operations to your supervisor.

Smoking is prohibited while waiting on customers.

Loitering by anyone around or in the booth is prohibited. This includes relatives, friends and Parking Concepts employees who are off duty.

Unless authorized by the area supervisor, sitting in a car at any time while on duty is prohibited.

Employees must be neat and well groomed while on duty.

Establish a good working relationship with other units and sections of the department. This includes the Department of Beaches and Harbors personnel, lifeguards, sheriffs, L.A.P.D., Department of Transportation and other public agencies. <u>WE NEED THEIR HELP!</u>

Notify your supervisor if there is a need for the CHP, police, sheriff or lifeguards.

Customers are to be directed to park in marked stalls only.

Customers should be politely told to lock their cars.

County ordinances do not allow dogs on public beaches. Care should be taken to inform patrons to avoid any violations. If a customer brings a dog, they are to be told, in a polite manner, that no dogs are allowed on the beach.

#### Revenue Accountability

Each employee is responsible for counting and verification of the change fund prior to the start of his/her shift.

Change funds are to be kept secured in the safe when not in use.

Never leave cash on the counter or any other place easily accessible or visible to the public. Place cash in the revenue canister, safe, locked drawer or location designated by the supervisor.

Bills larger than a \$20.00 bill are not accepted without obtaining permission from a supervisor.

Drop all large bills (20's and 10's) into the canister (if applicable) as they are received. Try to give excess singles back as change to the customers.

Loose change should also be given out as change to customers but only if the customer does not object.

#### YOU ARE NOT AUTHORIZED TO GRANT REFUNDS!

#### **Attendant Operating Procedures**

Customers must be instructed to please leave the parking tickets face up on the dashboard of each car.

You are not to allow free admission to anyone except those approved by Parking Concepts and or the Department of Beaches and Harbors. The supervisor will give details on those allowed free entry.

All free entry logs are to be completely filled out. Each free entry is to be signed by the person entering the lot. All "U-turn" entries are to be legible and easy to read. On each page of the free entry report there must be a basic breakdown of the free entry. EXAMPLE - 5 handicapped, 10 lifeguards, and 3 maintenance.

There must be a ticket on every car parked in the lot.

You are responsible for all cash and tickets issued on your shift.

Before checking into the locations you are required to check the entire lot. Check for trash and perimeter fencing. If there are any problems, notify supervisor or call the office.

Count the number of cars on the lot (if any) at the beginning of the first shift of the day and record that number on the appropriate line on the daily shift report.

The attendant is responsible for returning all cones, signs, chairs, dustpans, brooms, safety equipment, etc. to the booth, and closing all windows.

Theft of company money or property will result in immediate termination and the company filing criminal charges against you.

Falsifying of company documents such as inventories, daily reports, free entries, receipts or payroll will result in your discharge.

#### **OPERATING PLAN**

#### DOCKWEILER RV (Draft)

#### A. Reservation

- 1. Review reservations made for each RV Camp Day by checking the information provided by the County or the Reservation Agent. An "RV Camp Day" shall be the 24-hour period commencing on 12:00 p.m. of each calendar day of the year and ending on 12:00 p.m. on the following calendar day.
- 2. Direct individuals desiring to make reservations more than forty-eight hours in advance to the Reservation Agent.

#### B. Registration

- 1. Assign RV sites to guests based on the type of accommodation for which payment has been made (i.e., with or without a convenience hook-up).
- 2. Admit only those guests who will be staying in a vehicle with porta-potty or a holding tank for sewage with a hose and bib that fits the dump station. If there is a question about the vehicle, contact the CA.
- 3. Give each guest a copy of the current rules and regulations for Dockweiler RV.
- 4. Record the following information on a sequentially numbered four-part registration ticket to be given in numerical sequence to each guest on arrival. Be sure that all four parts of the registration ticket are legible.
  - a. Vehicle registration number.
  - b. Driver's license number.
  - c. License plate number.
  - d. Pets.
  - e. Additional vehicle.
  - f. Amount paid and manner of payment, and whether payment was collected from the guests by Parking Concepts or the County or the Reservation Agent.
  - g. RV site assignment.

- h. Inform the guest that this ticket must be kept on the dashboard of the vehicle at all times and shown each time the vehicle enters the park. No exceptions!
- 5. Collect the parking fee by requiring payment in cash, personal check or travelers check.
- 6. Issue the guest a receipt. Mandatory.
- 7. Give the guest an RV site map and directions to the guest's RV site.
- 8. Update the RV site map and the log book with the current information.

#### C. <u>Inspection</u>

- 1. Check the RV sites at 6:00 a.m. daily for any guest who has arrived after 10:00 p.m. of the preceding calendar day, and place a notice on the vehicle requesting the guest to register before 12:00 noon. The guest shall be charged for the entire RV Camp Day of arrival. You cannot pro-rate the daily rates.
- 2. Conduct daily inspections for available sites and to ensure that guests are in their assigned RV sites.
- Check RV sites at 12:15 p.m. daily to ensure that guests who have not paid for the current RV Camp Day have checked out and request any unpaid guest to depart immediately.
- 4. Guests wishing to stay beyond the number of RV Camp Days for which they have paid shall be accommodated, subject to payment and availability of RV sites and the regulations prescribing the total number of consecutive days a guest may stay.

#### D. Assistance

1. Attendant shall be available from 6:00 a.m. to 10:00 p.m. daily to answer questions, give directions, and respond to emergencies.

#### E. Check-Out

- 1. Check RV site for cleanliness and damage.
- 2. Remove name from the RV site map.
- 3. When an emergency arises that causes a guest to leave before the end of the period for which payment has been made, comply with the following procedures to assist the guest in receiving a refund.

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- a. Inform the Reservation Agent and verify the guest's departure.
- b. Complete a refund form and send it to the CA.

#### F. Evacuation

- 1. Notify the Parking Concepts Marina office immediately.
- 2. Request the guests to leave their RV sites when notified of an emergency that necessitates the evacuation of Dockweiler RV.
- 3. Request such assistance as may be required from the Parking Concepts Marina Headquarters, the County and the City of Los Angeles.
- 4. Request the CA for permission and assistance to relocate the guests in another County.
- 5. Post notice of the evacuation on all unoccupied vehicles.

#### (DRAFT)

#### DOCKWEILER RV RULES AND REGULATIONS

The Director of the Department of Beaches and Harbors has established Rules and Regulations to protect the RV campground areas for the enjoyment of future generations as well as for the convenience and safety of the RV campground visitors of today. These Regulations should be observed in the spirit of consideration for others.

Failure to obey Rules and Regulations, or violation of posted prohibitions or restrictions will result in immediate cancellation of RVer's permit.

#### **RULES AND REGULATIONS**

- 1. A permit is required for each space. Only self-contained RV's and vehicles with porta-potties that have hose and bib connections compatible with the dump station are allowed in campground. This includes motor homes, truck or van campers, travel trailers, camping trailers and remodeled buses. All units must remain on wheels at all times.
- 2. All fees are to be paid upon registration. RV spaces are assigned by the office upon arrival. Specific spaces cannot be reserved, but every effort will be made to accommodate requests.
- 3. Only one motorized vehicle per space is permitted, e.g., motor home or trailer. One additional motor vehicle will be exempt from the "extra vehicle" fee.
- 4. Check-in/out time is 12 Noon, but you may check into your space earlier if it is vacant. If use fee has not been paid or if time limit for occupancy has expired, occupants shall vacate the RV campground by removing their personal property prior to 12 Noon.
- 5. A space is considered occupied if the daily use fee for it has been paid. Only one Recreational Vehicle per space, e.g., motor home or trailer.
- 6. Refunds will be made when a written request is accompanied with a copy of the ticket or reservation receipt.
- 7. In order to afford the general public the greatest possible use of RV campground, occupancy by the same persons of this facility is limited to 90

(ninety) days during the winter season and 30 (thirty) days during the summer season. The Director of Beaches and Harbors may establish shorter seasonal limits.

- 8. Dumping at dump station only. No waste, water, sewage, or effluent from sinks, portable toilets or other plumbing fixtures shall be deposited directly upon or into the surface of the RV parking lot or turf.
- 9. Speed limit is 10 mph in the campground.
- 10. No motorcycles, mopeds or motorized bikes are allowed in the RV campground, except to enter and exit from assigned space. Bicycles permitted on designated paths only. No skateboarding or roller skating is allowed in the campground.
- 11. Dogs and other domestic animals are not permitted to run at large in the RV campground. Located at the south end of the campground is an enclosed area for your dog to run. Proof of rabies inoculation and a valid license are required for all dogs. Dogs are prohibited on beach. Dogs must be restrained on leash during the day, and in an enclosed vehicle at night. No RVer shall keep a noisy, vicious, or dangerous dog in the RV campground. All dogs shall remain under the immediate control of the RVer.
- 12. Fires are permitted only in facilities provided for this purpose. It is the responsibility of every visitor to use extreme caution with any burning materials.
- 13. The consumption of alcoholic beverages is prohibited on any portion of the RV campground and adjacent beach except within the living quarters of those recreational vehicles allowed in the RV Park.
- 14. Absolutely no firearms, fireworks, explosives, or weapons of any kind permitted. **NO EXCEPTIONS!**
- 15. Youths under 18 years of age must be accompanied by a parent or guardian. Contact the office for exceptions.
- 16. No person shall camp in any part of the RV campground. Camping is defined as erecting a tent and/or arranging bedding outside the RV for the purposes of overnight camping.
- 17. No person shall appear nude while in any area of, or adjacent to, the campground.
- 18. To ensure peace and adequate rest for visitors, quiet hours are from 10 p.m. to 6 a.m. daily. No person shall, at any time, use speakers, radios, televisions, etc. or other machinery, at a volume which emits sound beyond their space. Engine driven electric generators may be operated only between the hours of 8 a.m. and 8 p.m.

- 19. Please do not remove barbecue coals from the provided barbecue's at any time. Let the coals extinguish themselves.
- 20. Washing of vehicles is not permitted.
- 21. No ropes, wire or string shall be attached to any vegetation, trees or county property to hang clothing, lanterns, etc.
- 22. All personal property shall remain within the assigned space when unattended.

#### DOCKWEILER RV PARK RULES AND REGULATIONS

The Director of the Department of Beaches and Harbors has established Rules and Regulations to protect Dockweiler RV Park for the enjoyment, convenience and health and safety of guests. The rules should be observed in the spirit of consideration for others. Campers/guests who fail to obey the Rules and Regulations and their vehicles may be removed from the RV Park on 72 hours notice. (Pursuant to California Civil Code Section 799.20, et seq.)

- 1. Length of stay rules is 21 total days, 30-day turnaround period and maximum of 60 days per calendar year.
- 2. Check-in 1:00 p.m./check out 12:00 Noon. Visitors must vacate the RV Park by removing all RV's, camping vehicles, trailers, passenger vehicles and personal property before Noon on the ending date of the permit.
- 3. All rentals and fees must be paid in advance upon registration. No specific spaces can be reserved.
- 4. All vehicles must be self-contained and carry the RV Industries approval "medallion" with registry number and manufacture's date and a valid drivers license. Vehicles must be in a condition that is safe to operate and is acceptable to County and State codes.
- 5. Departure date ticket must be seen from roadside at all times. All extra vehicles must be registered with the office.
- 6. All RV's, camping vehicles and trailers must remain on wheels at all times. Size limit is 37 feet. NO EXCEPTIONS
- 7. All RV's, camping vehicles and trailers must be parked head in/or head out only. No sideways parking.
- 8. Only one tow vehicle allowed per space for RV's that are 30' and under. All other vehicles are required to park in the day use area or a designated vehicle parking space only.
- 9. Requests for refunds must be made in writing and accompanied by a copy of the registration or reservation receipt within 15 days of departure. Office must be notified of departure date prior to leaving for any refunds.
- 10. Dumping is allowed only at the dumping station. Waste, water, sewage or effluent from sinks, portable toilets or other plumbing fixtures must be deposited at the dump station only, and may not be deposited directly on any pavement, dirt or vegetation.
- 11. The speed limit is 5 m.p.h. in the RV Park.
- 12. All bicycles, skateboards and roller-skates/blades or scooters are prohibited in Park.
- 13. Proof of rabies inoculation and a valid license are required for all dogs. 53.24 LAMC
- 14. Pets may not be left unattended outdoors at any time. If a pet is deemed dangerous or too loud, you and the pet may be requested to leave the premises. 53.34 LAMC
- 15. All animals are prohibited on the beach. 53.55 (a) LAMC
- Pets must be contained or restrained on a leash of less than 6 feet at all times. 53.06.2 LAMC
- 17. Droppings and accidental waste material from pets must be picked up immediately and removed to trash dumpster. Limit two (2) pets per site.
- 18. A maximum of eight (8) persons allowed per RV/camping site.
- 19. Quiet hours are from 9:00 p.m. to 6:00 a.m. daily. (Generators may be operated only between the hours of 8:00 a.m. and 8:00 p.m.) Please ensure that, speakers, radios, televisions, etc. or other machinery do not emit sound beyond your space. 41.57A(1) LAMC
- 20. No vehicle repairs, maintenance activities or fluid changes are permitted in Park. No washing/rinsing of vehicles in the Park.
- 21. Rope, wire, or string may not be attached to RV/camping vehicle, trees, vegetation, poles or County property at any time.
- 22. All property must be in the confines of assigned space. Parking on access road prohibited. See rule #6
- 23. No tents or other temporary shelters may be erected. All shades/awnings must have 3 open sides. 63.44I(9) LAMC
- 24. No overnight outdoor sleeping is permitted.
- 25. Live coals must not be removed from the barbecues. Let the coals extinguish themselves.
- 26. Open fires are permitted only in fire rings on beach. No fires in the Park. 63.44B(17) LAMC
- 27. The consumption of alcoholic beverages is prohibited on any portion of the RV Park and beach except within the living quarters of RV's.
- 28. Absolutely no firearms, fireworks, explosives, or weapons of any kind are permitted within any RV, vehicle of any kind, or on the person of any guest. NO exceptions. 12031(a) PC
- 29. Youths under 18 years of age must be accompanied by a parent or a guardian.
- 30. All federal, state and local laws must be obeyed while in the RV Park and on the beach.
- 31. All signs, posted notices and directions of the RV Park manager must be obeyed. Non-compliance may result in immediate loss of parking privileges.

PCI Employee Handbook removed and on file with the Department of Beaches and Harbors as marked CONFIDENTIAL

#### FORM P-3 - QUALITY CONTROL PLAN

Provide a detailed description of how you will ensure that your employees provide the Contract service in accordance with the Performance Requirements Summary and other contract provisions. Attach or describe your Quality Control Plan, explaining the following:

## a. Who will inspect the Contract work and how often will each area be inspected?

- Supervisors will inspect each location assigned to them on a daily basis. This would include the facility, the on-site employees and the related paperwork.
- The General Manager (and Assistant General Manager) will inspect the work of each Supervisor on an ongoing and continual basis, but no less than weekly. Repeat deficiencies or significant findings or observations shall be reduced to writing by the General Manager and discussed with the appropriate supervisor.
- The Internal Auditor shall work independently form the on-site staff. Some location audits shall be done on a random, unannounced basis. Every location shall be audited at least once each quarter. The Vice President shall review all audits and incident reports. He will also maintain open and regular communication with the Department of Beaches and Harbors staff. An "outside, independent audit of revenues and procedures" shall be performed and submitted in written form to the Department of Beaches and Harbors on a biannual basis.

### b. What steps will you take to correct deficiencies reported by the Department or discovered by your inspectors?

Any personnel deficiencies reported to us by the Department will be cured immediately. If the problem or issue cannot be promptly resolved by counseling, additional instruction/training or other forms of discipline, the individual will be removed from the contract.

Parking Concepts prides itself on being "the responsive parking company". We have earned that reputation for good reason and we strive to maintain that attitude and reputation. It is very rare that we cannot promptly resolve any operating or reporting error or deficiency.

All reports of deficiencies or problems will be reviewed by the General Manager. If the issue is reported to us in writing by the Department, we will report back to the Department in writing the specific action taken to cure the problem.

Any deficiencies or contract variances discovered by our internal audit staff will be written up in a format that requires a formal response addressing the action to be taken, date for compliance and individual(s) responsible for implementation.

Should any recommendations or directives be issued as a result of the quarterly audits performed by the "outside independent auditors", those recommendations shall be implemented immediately.

Minor or incidental matters will be addressed via e-mail or facsimile. More serious matters will receive a more formal written response.

c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your company respond?

#### Immediately!

If for some reason this cannot be done, we will promptly submit a written response or clarification as to why.

d. How will you cover unexpected worker and supervisor absences?

As previously mentioned, "on-call" lists will be maintained and updated on a continual basis.

Quite candidly, the wages and benefits contained in our Bargaining Agreement with Teamsters Local 911 will assure that the various jobs and hours available will be in demand due to the premium wage rates to be paid.

Additionally, Parking Concepts has numerous major accounts within short distances of many of the beach parking facilities. We intend to train and pre-screen off-site employees so that in an emergency, they can be called upon to assist us if necessary.

Parking Concepts recognizes that on occasion, overtime will be necessary to complete a shift or to extend the day to take advantage of unusually warm weather, etc. We have anticipated those circumstances and accordingly, we have built into our expense projections a reasonable contingency for overtime premiums.

e. If you have a written quality control plan, inspection plan or written procedures for your staff and supervisors, please attach them?

Note: Please refer to following materials in this Section III.

#### **QUALITY CONTROL PLAN**

#### **Audit**

During peak summer months, in addition to various management personnel, as in the past, we intend to assign an on-site field auditor to the beach operation to check and monitor the beach parking facilities. During the off-season, this function will be performed by the General Manager and the Assistant General Manager, with support from home office internal auditors.

All field auditors will work and communicate with beach parking management personnel, however, they will report directly to and come under the authority and direction of Parking Concepts Vice President.

To the extent possible, we would like to coordinate with and share information with the Department of Beaches and Harbors audit and contract monitors so that we can gear our energies towards the most significant problems (if any). It is our opinion that the Department of Beaches and Harbors monitors have invaluable working knowledge of the beach parking operation and that both the Department and PCI can benefit greatly from the mutual sharing of information.

The following is a preliminary draft of audit procedures that will be used by our in-house audit personnel. We would welcome comments, input and/or suggestions from Department of Beaches and Harbors staff on broadening the scope of the draft document or any other suggestions they may have.

#### VARIOUS LEVELS OF AUDIT

#### **Independent CPA Certification**

Consistent with our previous Department of Beaches and Harbors contract, this contract requires that an independent CPA firm (approved by the Director) must perform certifications of revenue and procedures. Under the new contract, this certification must be completed for each six-month period. These certifications (audits) are comprehensive, detailed and in such depth that the County's interests are well protected.

#### Parking Concepts - Internal Audit

Home Office personnel will be routinely auditing, monitoring and reviewing daily reports, ticket inventories, revenue trends, free entry logs, and all other pertinent reports associated with the beach parking operation.

Home Office auditors will perform in-depth on-site audits on both an announced and unannounced basis. Field surveillance will be an integral part of our audit program.

#### Parking Concepts - Operational Audit

These audits are quick "spot-check" type of reviews designed to be performed at any time by any of Parking Concepts' management staff. Although these audits are easily performed and designed to be brief in nature, they are very effective in surfacing problem (or potential problem) areas.

#### Parking Concepts - Beach Office Staff

Somewhat similar in scope to the operational audit, our beach office staff will have their own set of on-going audit procedures. Specific training will be administered to the on-site staff so that they are competently trained in the proper method of performing field audits.

#### Department of Beaches and Harbors Contract Administrator and Contract Monitors

Probably the most effective level of audit and review is the ever-present Beaches and Harbors parking enforcement officers. This unit provides independent review of the parking contractor's performance seven days per week. The officers are "in the field" every day and are quick to spot problem areas. This oversight is welcomed.

It is Parking Concept's intention to work as closely as possible with the monitor(s) and contract administration and to practice a long time company policy of full disclosure in regards to our contract performance. We learn from our mistakes and do not mind sharing our experiences with others in an overall effort to make the operation the best it can be.

9E:\BEACHAUD

#### (DISCUSSION DRAFT)

#### **Beach Parking Audit Procedures**

#### 1. Audit File

- A. Review audit file for previous audit reports of the location to be audited.
- B. List all past deficiencies noted and review them when field audit is performed.

#### 2. <u>Employees</u>

- A. From Headquarters' records, prepare a list of all employees at the location, including management personnel.
- B. List hire date, wage rate, and any other information that may be pertinent.
- C. Check personnel files for completeness.
- D. Comment, by employee, on their appearance with respect to uniform, neatness, Photo I.D., etc.
- E. Comment, by employee, on their attitude towards their job and the general public.
- F. Ask employee to produce some sort of identification other than Photo I.D. tag.
- G. Confirm that wage rates and benefits are in full compliance with the union contract.

#### 3. Time Cards

- A. Check time cards and payroll records charting overtime hours paid/worked by employee, by day, for two pay periods prior to audit.
- B. Check time cards and payroll records to insure that we are in compliance with state and federal wage and hour laws.
- C. By employee, check time cards to pay sheets and pay records explaining any variances.
- D. Are all time cards clocked in and out?
- E. Are all time cards signed by both employee and supervisor?

#### 4. Manning Schedule

- A. Obtain manning schedule from manager and incorporate into audit write up.
- B. Is manning schedule sufficient?
- C. Is manning schedule excessive?

#### 5. Tickets

- A. Identify each type (color and numerical series) of ticket used at each location.
- B. Where and when is each type of ticket used?
- C. Have proper ticket issuing procedures been followed?
- D. Are tickets reconciled daily? How and by whom?
- E. Are "left on lot" (LOL) counts consistently taken and records maintained?
- F. Where are tickets (used and unused) stored? Who has access?
- G. Carefully review the completed "free entry log". Using a random sampling, try to confirm free entries.
- H. What records of ticket audits and lot checks performed by beach parking management are available?
- I. Without notice, take over cashier booth(s) for a complete shift. Record all information such as tickets issued, collected, beginning and ending lot inventory, cash deposited, etc. Prepare a chart to include the following information (daily averages) for ten days prior to audit, comparing results of day audited:
  - a. Tickets issued.
  - b. High cash deposited.
  - c. Low cash deposited.

If any audit variance is significantly out of line with prior day's averages, give detailed explanation. You must compare comparable days, i.e., Sunday to Sunday, Tuesday to Tuesday, and factor in weather condition, etc.

- J. Do voided, mutilated or fee waiver tickets have explanation written on or attached to them?
- K. Bring all voided, mutilated, obsolete or "out of sequence" tickets back to Headquarters. Leave written receipt for materials taken with General Manager at beach office.

#### 6. Cash

- A. Verify change funds issued to attendants.
- B. Reconcile office petty cash fund.
- C. What records of cash audits performed by manager are available?

#### 7. Liability

- A. Are liability limitation signs posted at each lot?
- B. Other than liability limitation signs, what other signs are posted? Where? Are all signs in good condition? If not, submit list for repair/replacement.
- C. Verify that Parking Concepts telephone number is visibly posted on the attendant booth.

D. Inspect the entire parking lot for potholes, broken wheel stops, bent posts or poles, unsecured perimeter, etc., and reports any significant findings.

#### 8. Written Report

Prepare a detailed written report addressing each item as referenced in this outline. If any specific item is an uncorrected carry-over from a previous audit report, this should be so noted with date of previous audit report referenced.

## Quality Control Plan

Beach and Marina del Rey Parking Facilities

Parking Concepts, Inc. for Contract Performance Requirements

### Cash Receipts Control

PERFORMANCE STANDARD	DATE CHECKED	PERFORMANCE	NOTES
Pre-Numbered Tickets			
Activity Counters			
Use of Canisters			
Gate Arms			
Coin Machines		•	
Exit Spikes			
Exit Spike Warning Signs			
Free Entry Logs			
Transportation of Receipts to Central Office			

		•
	0:	•
=mblovee	Signature:	 

### Film Company Parking

PERFORMANCE STANDARD	DATE CHECKED	PERFORMANCE	NOTES
	·		
Charge Film Companies the Authorized Rate			
Report Film Company Revenue with Gross Receipts Reported to County			

Employee	Signature:	 
_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	J	

### Location Operation

PERFORMANCE STANDARD	DATE CHECKED	PERFORMANCE	NOTES
Open and Close Locations on Schedule			
Staff Lost According to Schedules Approved by the Director			
Collection of Correct Fee			
Each Patron Issued an Unused, Sequential Ticket			
Tickets Issued Agrees with Inventory Provided by Contractor			
Allows Only Authorized Free Entry			
Posts All Information Required on Free entry Log			
Employees Wear Uniform and Photo I.D. Tag			

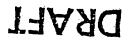
		· ·		
Employee	Signature:		 بيسيدينيب	

PERFORMANCE STANDARD	DATE CHECKED	PERFORMANCE	NOTES
Use Only Equipment Approved by Director/Control Administrator			
Obtain Approval of Any Modifications to Locations			
Signs Posted Property	:		
Fire Extinguishers, Flares and Flashlights at Each Location			
Reports for Theft, Property Damage, Bodily Injury and Valdalism at Each Location			
Written Procedure on How to Fill Out the Reports			
Complaint Log to Control Administrator by the Fifth of Each Month			
Complaint Reponse in Writing Withing 10 Days			
Lot Access for Emergency Vehicles			

	Signature:	
emblovee	Skinature.	

PCI Form F-0004+

### Parking Locations and Equipment



Employee Signature:

PCI Form F-0004.	PCI Location #:		Employee Signature:
			Contract Representative Reachable by Phone Seven Days-Per-Week
			Phone Number Listed in Directory, Booth and on Tickets
			noH-As niatintaM epivies grinewanA
			Attendants Communicate snorts Mith Patrons
NOTES	РЕЯГОЯМАИСЕ	CHECKED DATE	PERFORMANCE STANDARD

### Monthly Revenue Reports

PERFORMANCE STANDARD	DATE CHECKED	PERFORMANCE	NOTES
County Must Receive Monthly Statement Within 15 Days of Each Monthly End			
		•	
Payment to Agree With Monthly Statement			
Gross Receipts by Location			
Gross Receipts Identified as Public, Film Companies, and MdR Lessees			
Ticket Series Purchased, Issued and Sold by Location			
Beginning and Ending Activity Counters by Location			
Copies of Free Entry Logs by Location			
Reconciliations by Location of Cash Receipts With Ticket Series Sold, Car Counts, and Free Entry Logs			

Film Companies, and Mar Lessees			
Ticket Series Purchased, Issued and Sold by Location	•		
Beginning and Ending Activity Counters by Location			
Copies of Free Entry Logs by Location			
Reconciliations by Location of Cash Receipts With Ticket Series Sold, Car Counts, and Free Entry Logs			
imployee Signature:		PCI Location #:	PCI Form F-000/

## PARKING CONCEPTS, INC. SAFETY MAINTENANCE SCHEDULE

COMPLETE ONCE A WEEK AND A	TER EVERY ACCIDENT.		
DISTRICT #:	LOCATION #:	MANAGER:	DATE
COMPLETED		MANAGER	COMPLETED:
BY:		SIGNATURE:	

NOTE CORRECTIVE ACTIONS TO BE TAKEN IN THE COMMENTS SECTION.

Δ-	ACCEPTABLE	C - CORRECT

	A - ACCEPTABLE C - CORRECTIVE ACT	ON NECE	:55AR1		COMPLETION
A. PAF	RKING FACILITY/LOT		•		TARGET
1.	Are all exits clearly marked.	A []	. <b>c</b>	N/A	DATE
2.	Presence of Liability Disclaimers (must match ticket disclaimers exactly).	П			
3.					
	Condition of lot surface; free of pot holes, drainage, etc.				
4.	Condition of wheel stops.		0	0	·
5.	Stall striping, clear and defined.				
6.	Directional arrows and mirrors present and clear.				
7.	Condition of pedestrian walkways; well striped.				
8.	Presence of traffic flow indicators and signs.				
9.	Sufficient lighting.				
	Condition of fixtures.				
11.	The state of the s	. П			
	Ventilation of garage.				
13.	All areas clear of construction materials, ladders, etc.				
14.	Curbing around booth level.				
STA	AIRWELLS	A	c ·	N/A	
15.	Doors propped open.				
16.	Doors to stairwells clean & operating.		□ ·		
17.	Doors locked/closed from outside.				
1.8.	Steps clear of obstacles.				
19.	Non-slip strips on stairs				
20.	Hand rails/clean & sturdy				
21.	Sufficient lighting.				
	Exit signs to stairwells (per city or local codes.)				
	VATORS	Α	С	N/A	
23.	Liability signs present near elevator area.	Ö	Ö		
	Operation of elevators.	Õ		ō	
	Leveling of elevators to floor.	Ö	Ö	Ö	
	Sufficient lighting.	Ö		ă	
	Door operation	ū			
	. Alarm operational.	Ö		ä	<del></del>
	Phone present.				
	Layout of map to nearest stairwell.				<del></del>
		_			*
	FICE AREA	YES	ИО	N/A	•
	. "No Smoking" signs present.				
	. Doors secure/locks in good condition.	0	0		-
	. Copy of Accident Prevention Program/SB 198 present.				
	. Material Safety Data Sheets on Chemicals present.				
	. Job safety hazard analysis information present.	Ω.			
36	. Required postings / bulletins present.				
	Medical Clinic Poster				
	CAL OSHA Poster				
	OSHA 200 Log				
	Safety Rules				. :
	Hazard Awareness Notification		$\overline{\Box}$	ā	
	Workers' Compensation Information	Ö		Õ	<del></del>
	Disclaimer for Sponsored activities	ū			:
	Safety Talks.	Ö			*
DEDEC	IRM A WALK THROUGH DAILY.	-		J	

E.	LAVATORY AND BREAK ROOM	A	C	N/A	TARGET DATE
	37. Supplies, paper, soap, etc.				
	38. Water available for washing & drinking.	ñ	ีก	Ö	
	39. No smoking signs displayed.	Ö	ŏ		
	40. Operation of cooking appliances.	Ö	ä	ö	
F.	EMPLOYEE ACCIDENT FORMS/WORKER'S COMPENSATION ALL FORMS MUST BE SUBMITTED IMMEDIATELY TO HEADQUARTERS. IMMEDIATELY FOLLOWING ANY ACCIDENT.	A	<b>C</b>	N/A	
	41. Medical Treatment Authorization/Take employee to medical facility.				
	42. Employee claim for Workers' Compensation.	$\bar{\Box}$		ā	
	43. Supervisor Accident Investigation Report (All Regions).				
	44. Safety Maintenance Schedule (All Regions).				
G.	VEHICLE ACCIDENT FORM/CLAIM FORM ALL FORMS MUST BE SUBMITTED IMMEDIATELY TO HEADQUARTERS. IMMEDIATELY FOLLOWING ANY ACCIDENT.	A	С	Ņ/A	. :
	45. Facility Loss Report				
	46. Standard Insurance Claim Information Form	Ö	. 0	Õ	
н.	PUBLIC LIABILITY FORMS/SLIP & FALL ALL FORMS MUST BE SUBMITTED IMMEDIATELY TO HEADQUARTERS. IMMEDIATELY FOLLOWING ANY ACCIDENT.	A	c	N/A	
	47. Personal injury Accident Report				
	48. Standard Insurance Claim Information Form				
I.	BOOTH INSPECTIONS	YES	ИО	N/A	•
	49. Are all electrical cords in good condition?				
	50. Is the chair/stool in proper working order, supportive, stable?		. 0	. 🛚	
	51. Is the heating & air conditioning system working properly?				<del></del>
	52. Is the "NO SMOKING" policy observed?	П			<del></del>
	53. Are the doors and windows operational/lockable?				
	54. Is there a fire extinguisher located in the booth?				
	55. Are the chemicals in the booth stored property?			. 0	
	56. Are Material Safety Data Sheets available for the chemicals in the booth?			. u	
	57. Sufficient lighting, visibility/mirrors. 58. Driveway surrounding booth - free of oil		-0		<del></del>
,			. —		
J.	EQUIPMENT	A	C	N/A	•
	59. Operation of gate arms.		. 🗓 .	. 🛚	· · · · · · · · · · · · · · · · · · ·
	60. Ticket dispenser closed & locked.	.0			<del></del>
	61. Gate arm box closed & locked.				
	62. Gate arm padding present along entire arm.				
	63. Gate arm caution signs present.				
	64. Key boxes closed & locked.				
K.		A	C	N/A	
	65. Emergency Evacuation Plan		Ö	. 🛚 .	<del></del>
	66. Condition of fire extinguisher/check dates of inspection.				-
	67. Condition and availability of First Aid Kit supplies.			Ö,	<del></del>
	68. Condition/use of personal protective equipment.				-
	Footwear				
	Safety Belts			0	
	Back Belts	Ö	Ü		·
	Gloves	Ö	<u>.</u>		
	First Aid Kit			0	
	Glasses/Goggles	0	Ö	Ö	-
	Other	П	П	П	•

L. SIGNAGE	, <b>A</b>	C	N/A	COMPLETION TARGET DATE
<ul> <li>69. "How am I driving?" signs posted in shuttle &amp; valet areas.</li> <li>70. Not responsible for "Lost Articles" sign, near entrance to garage.</li> <li>71. Liability disclaimer at entrances.</li> <li>72. Caution pedestrian walkway signs.</li> <li>73. Caution "THIS IS NOT A WALKWAY" on gate arm.</li> <li>74. Caution "THIS IS NOT A WALKWAY" on ground by gate.</li> <li>75. Caution "THIS IS NOT A WALKWAY" prior to booth exit.</li> <li>76. Caution "SLIPPERY SURFACE" sign.</li> <li>77. "NOT RESPONSIBLE FOR ITEMS LEFT IN THE CAR" sign.</li> <li>78. Speed limit signs present.</li> </ul>		000000000		

COPY TO PROPERTY MANAGEMENT



### AUDIT REPORT

Date Audit Being Performed:	· ·
ocation:	Time:
mployee Being Audited:	
Sinnorm sinaelines Yes	No Comments:
Vearing ID Badge	
niform Standards met	
/ Takidh(enor)	
Tickets Sold	Tickets Sold
Rate:	Rate:
Starting #	Starting #
Ending #	Ending #
Total:	Total:
Tickets Breakdown	Cash Breakdown
x\$	X\$1\$
x\$	X\$2\$
x\$ x\$	X\$5
x	x\$20 \$
x\$ x\$	X\$50 \$
x\$	x\$100 \$
TOTAL:	TOTAL:
Vehicles without tickets:	Vehicles with faced down tickets:
Findings:	
I certify this audit report is true Field Supervisor:	e and correct to the best of my knowledge.

PARKING CONCEPTS INC.  Event/Film Information						
June 20, 2005						
Vanessa Brown						
Lot 10						
(323) 385 - 5065						
9:30am - 1:30pm						
Foshay Learning Center						
Field Trip	•					
Lilian Alvizures						
	June 20, 2005 Vanessa Brown Lot 10 (323) 385 - 5065 9:30am - 1:30pm Foshay Learning Center Field Trip					

No charge for public school bus All others pay upon entry

Thank You

#### **BEACHES & HARBORS** Vehicle Activity Tally Sheet Lot Name: Lot Number: Date: Day: Ending Ticket Number: Closing Time: Starting Ticket Number: Opening Time: Total Tickets Issued: Total Hours: Non-Revenue Tickets Operational Revenue Tickets Per Hour Hours Per Hour 6:00 a.m. - 7:00 a.m. 7:00 a.m. - 8:00 a.m. 8:00 a.m. - 9:00 a.m. 9:00 a.m. - 10:00 a.m. 10:00 a.m. - 11:00 a.m. 11:00 a.m. - 12:00 p.m. 12:00 p.m. - 1:00 p.m. 1:00 p.m. - 2:00 p.m. 2:00 p.m. - 3:00 p.m. 3:00 p.m. - 4:00 p.m. 4:00 p.m. - 5:00 p.m. 5:00 p.m. - 6:00 p.m. 6:00 p.m. - 7:00 p.m. **Number of Vehicles Number of Vehicles** on Lot at Closing on Lot at Opening Printed Name of Attendant on Duty Signature of Attendant On Duty PCI Form F-910209

# PARKING CONCEPTS, INC. Cashier Shift Report

### **BEACHES & HARBORS**

ate:		Da	y:		ot #: .		Lo	t Name	e:			
TICKETS ISSUED					ACTIVITY COUNTERS					ERS		
·	LANE 1	LANE 2	LANE 3	LANE 4		LANE 1	LAI	VE 2	LANE 3	LANE 4		
CLOSE #												
START #								· 				
TOTAL									<u> </u>			
TOTAL TICKETS ISSUED:					ACTIVITY COUNTER TOTAL:							
				<u> </u>		CAR	/ SP	ACE	COUNT			
TICKETS	RAT	TE .	MONEY	_	TOTA	L LOT CAPACI	ſΥ			·		
	\$1.0	00	·		CARS	ON LOT AT S	TART					
1,50	\$4.0	00			SPAC	ES AVAILABLE						
	\$5.0	00			TICKETS ISSUED TO ATTEND							
				CLOSE								
	Film Compar	ny Revenue	· · · · · · · · · · · · · · · · · · ·	_	OPE	V						
	Payroll			TOTAL					·			
	Free E					EQU	JIPM	ENT I	ISSUED	. '		
	ТОТ					• :	l	IS	SUED	RETURNED		
	OVER / <		- · · · · · · · · · · · · · · · · · · ·	<b>-</b>   i		· .		Atten	dant Initial	Supervisor Initial		
	DEPO	DSIT				NGE FUND \$50	.00	<u> </u>				
•					KEYS		·					
TIME IN					RAD	10			<del></del>			
LUNCH	•							l		1		
TIME OUT				,					ERTIFIC	ATION		
TOTAL HOUR	S WORKED											
DAILY ACTIVITY								ntry Log ccount o	)(s) are a tr	It Report and Free us and complete nade by me on this		
OPEN / CLO	SE / BREAK	CANISTER	COUNTER	TIME		SUPERVISOR		lete:				
•								-molous-	: Signature			
<b>.</b>			1		.				· ordi sattit a			

PCI Form F-910207

## **DRAFT**

# PARKING CONCEPTS, INC. Daily Master Report

### **BEACHES & HARBORS**

:		Da	ıy:	Lot :	#:		_ Lot Name	e:	
ther:		Te	mperature:				_ Meter Lo	t:	
	•	TICKETS	SISSUED			AC	CTIVITY (	COUNTE	าร
	LANE 1	LANE 2	LANE 3	LANE 4		LANE 1	LANE 2	LANE 3	LANE 4
CLOSE #								,	
START #				:					
TOTAL									
	TOTAL T	ICKETS ISS	JED:			ACTIVITY	COUNTER T	OTAL:	•
•						<u> </u>			
TICKETS	RA	TE	MONEY			SALES	RECONC	CILIATION	
	\$1.	00		_	MET	ER SALES		\$	
	\$4.	00							
	\$5.	.00		В.	ATT	ENDANT SAL	ES	\$	
	-	•			FII N	I COMPANY I	REVENUE	\$	
	Film Compa	any Revenue							
	Payroll	l Credit		D.	REN	TAL		\$	
	Free	Entries							
	TO	TAL		_    E.	HES	TAUHANI/M	STER	\$	
	OVER /	<short></short>		F.	OTH	IER: (Explain			
	DEP	OSIT							
\$20	CERTIF	ICATION						\$	
ا مصاف ا	Angr <u>it</u> h		ind correct.		7			-	
i certily t	nat this rep	off is fine s	ilid collect.	G.	FILA	I COMPANY PAY	ROLL CREDIT	\$	
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PCI Form F-910206

# DRAFT

Parking Concepts, Inc.

# BEACHES & HARBORS Revenue Tally Sheet

Location Name:		Location I	Number:
Date:		•	
Total Number of Canisters:			
#1	#2		#3
Currency:			
QUANTITY	. BI	LLS	ТИПОМУ
	\$1	.00	
	\$5	5.00	
	\$1	0.00	
	\$2	0.00	
	Other:		
	Other:		
	Misc:		
Coinage:	TOTAL -	>	·
QUANTITY	C	OINS	AMOUNT
		.01	
		.05	
		.10	
		.25	
		.50	
		1.00	
X X	TOTAL	>	
GRA	ND TOTAL	>	
Counted By:			
Verified By:	·		

SAMPLE REPORT

## EMPLOYEE WARNING REPORT

molowes's Mari			Date of	Dept	Shift	
Clock or			** at 111116	, , , , , , , , , , , , , , , , , , ,		
Payroll No						
				w		
				<b>A</b>		
Туре	□ Attendance □ Carelessness	□ Disobedier	ice	R Violation: Date	e	
of	□ Safety □ Tardiness	□Work Qua	lity	N Violation: Tim	F	2.M
iolation	(1) Other		<u>.</u>	N		p.n
			•	G Place Violation	Occurred	
						_
	Company Statement			Employee Staten	nent	
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		.		agree with the Company owing reasons:	s statement for the	
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			Employee's Sig	(nature	Date	
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Approved By	Name		7	<u> Fiele</u>	Date	<del>-</del>
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Lisc	All Previous Warnings Below		I have read t	this "warning decision	" and understand it.	
	When Warned And By Whom					
Previous Warning		·	ee's Signature			
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Previous Warning	: 2nd Warning	Signacu	re of person who	prepared warning Tit	le .	
Date	e				<del></del>	
	a	Superv	isor's Signature			
Previous Warning	•			Copy Distributi	on	
	::	-	Employee	☐ Supervisor	☐ Foreman	
Verb	al		Persunnel Dept.	per	🛘 Union Rep.	

### Parking Concepts Inc.

## DRAFT MANAGERS CLAIM REPORT

Locatio	on No.⊁	i	Date			Claim No.	<b>+</b>
Claiman	ts last	name 🕨					
						If no, n	
person	who inve	estigat	.ed				
In your	opinior	, is s	ttendant's	version	of accide	ent correct?	
If not, inciden	please nt. Plea	explai ase inc	n. (Or if :lude any p	attendar ertinent	t does no informat:	ot give descr ion available	iption of
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HANAGE	R'S SIGN	ATURE	<b>-</b>			Ph. (	
HOTE:	follovi	ng inf	ormation:	Claim nu	mber, Cla	this form with aimants last a this claim in	name, and

office no later than 24 hours from incident.

PCI-87

	·	INTERVIE	W REPORT		
lame				Date	
osition Desired:					
heck the approp	oriate box in each	category, then ma	ke additional com	ments below.	
Appearance	Bearing	Expression	Job Knowledge	Motivation	Personality
□Indifferent to attire & grooming, sloppy unkempt.	□No bearing, lacks confidence, slovenly posture.	Uncommunicative confused thoughts, poor vocabulary.	None as pertains to this position.	None, apathetic, indifferent, disinterested.	Unpleasant
Careless in attire, poor grooming.	Often appears uncertain, poor posture.	Poor speaker, hazy thoughts, ideas.	□Will need considerable training	Doubtful interest in position.	Slightly objectionable.
Functional attire, neatly groomed.	☐Holds self well, seems confident.	Speaks well, expresses ideas adequately.	Basic, but will learn on the job.	Sincere desire to work.	Likeable
□Well groomed.	Sure of self, reflects confidence.	Speaks, thinks clearly, with confidence.	☐ Well versed in position, little training needed.	Strong interest in position, asks questions.	☐ Pleasing
Immaculate attire and grooming.	Highly confident, inspires others, asserts presence.	DExceptional, speaks clearly, concisely with confidence, ideas well thought out.	Extremely well versed, able to work without further training.	Highly motivated, eager to work, asks many questions.	Extremely pleasing, charming individual.
		÷			
Overall Impress  Additional Cor	<del></del>	nsatisfactory 🗆 N	Aarginal □ Satisf	actory 🗆 Very	Good □ Excell
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		·			
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Should We Inte	rview Further?	• _ •		(Interviewer)	
,	<u> </u>	•		(Date)	

### DRAFT

Parking Concepts Inc.

ATTENDANT'S REPORT
AUTO DAMAGE > PERSONAL INJURY > ARTICLE THEFT >
AUTO THEFT ► PROPERTY DAMAGE ► OTHER ►
Location No. > Date > Claim No. >
Claimant's Last Name
Claim investigated by
Did any employee see the accident or theft occur? Yes/No
If yes, name of witness.
Was Parking Concepts involved?
Wallet B7 P
Was Damage caused by the attendant's carelessness? Y/N
(Ither (Specify)
I'LEASE ANSWER THE FOLLOWING: YES/NO
<ol> <li>Did the customer park his/her own car?</li> <li>Did the customer lock car and retain the keys?</li> </ol>
3. Was the car parked on the premises before Attendant opened?
4. Was the car parked on the premises when Attendant closed?
6. How long before he/she returned before reporting the damage?
7. Was the damage fresh? 8. Were there any paint particles on the damaged area?
9. Was there any dust or road film on the damaged area?
10. Were there any paint particles or parts on the ground where the car
<pre>vas parked?</pre> Other pertinent information: >
ATTENDANT'S SIGNATURE > PH. > ( )

## **DRAFT**

# PARKING CONCEPTS, INC. Parking Lot Equipment Survey

### **BEACHES & HARBORS**

Date:	Day:	Lot #:	Lot Name: _	
		t Condition		
en en en en en en en en en en en en en e	Check App	ropriate Box	•	

ITEM	POOR	FAIR	GOOD	FINE	COMMENTS
· · · · · · · · · · · · · · · · · · ·					
KIOSK					
VEHICLE COUNTER		,			
COIN / BILL COLLECTOR					
CARD READER					
AUTOMATIC GATE					
SAFE					
ENTRANCE / FEE SIGNS					
EXIT SPIKE UNIT					
WARNING SIGN				·	
CANISTER RECEPTACLE					
GATES					
FURNITURE					
LIGHTS					
MISCELLANEOUS EQUIPMENT:					

REPO	RT PREP	ared by:	

### EMPLOYEE PERFORMANCE EVALUATION

Name	<del></del>			·	w <u>.</u>	Date
Dept.					_Job	Title
Check one:						
Date of Last Review:Date E						
Next Scheduled Review:			<u></u>			
See rating information (Part III) on reverse side of this form.	U	F	S	G	E	Comments
Job Understanding: Employee possesses a clear knowledge of the responsibilities and the task he or she must perform.						
2. Job Performance: The neatness, thoroughness and accuracy of employee's work.						
3. Job Productivity: The quality of the employee's work in terms of volume and accomplishments.						
4. Dependability: Can you rely upon this individual in terms of being on time and completion of tasks.						
5. Cooperation: The ability to work willingly with associates, subordinates, supervisors and others.						
6. Overall Rating						
7. General comments as to employee's strengths,	weakı	1 <i>es</i> ses	and:	action	taken	to improve job performance
			······÷			
				· 		
Supervisor		_ Re	view	ing (	Office	r
Date	·	_ Da	ıte			
Has this report been discussed with employee?			Yes No, i	if no	t why	/?
		If ye	s, no	•	aployee's comments	
Employee's Signature		D	ate R	evie	wed w	with Employee

### FORM P-4 - BUSINESS AND FINANCIAL SUMMARY

1. Client references. List <u>all</u> the governmental agencies and private organizations for which your firm has performed parking lot management service contracts during the last five years. (At least 5 years experience in providing parking lot management services must be demonstrated.) You must list all Los Angeles County contracts and jobs. Attach additional sheets if necessary.

#### CONFIDENTIAL/PROPRIETARY

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Phone Number
		555 Ramirez Street, Los Angeles, CA 90012	Ms. Roxanne Williams	213 972 4938	
3/1/97	World Cruise Center & Catalina San Pedro, CA 90733 Terminal		425 S. Palos Verdes Street San Pedro, CA 90733	Ms. Jo Ann Bambridge	310 732 3471
12/16/97			633 E. Broadway, Room 300 Glendale, CA 91206	Mr. Jano Baghdanlan	818 548 3960
3/1/96			12700 Norwalk Boulevard Norwalk, CA 90651	Mr. Gary DiCorpo	562 929 5514
6/1/96	Present	County of Orange (2 contracts, 7 locations)	GSA Real Estate 300 N. Flower Street, Suite 313 Santa Ana, CA 92703	Mr. Peter Warren	714 834 5417
8/11/00	Present	City of Hermosa Beach (2 locations)	1315 Valley Drive Hermosa Beach, CA 90245	Mr. Steve Burrell	310 318 0225
10/1/00	Present	City of Inglewood (2 locations)	One Manchester Boulevard Inglewood, CA 90301	Mr. Vincent Lee	310 412 5626
4/16/91 and 10/16/01	4/15/96 Present	County of Los Angeles Department of Beaches and Harbors	13837 Fiji Way Marina del Rey, CA 90292	Ms. Vivian Sanner	310 305 9508
7/1/04	Present	City of Santa Monica	1685 S. Main St., Rm. 115 Santa Monica, CA 90407	Mr. Bill Bortfeld	310 458 8299
9/1/79	Present	Northrop Headquarters Century City (2 locations)	1800-1840 Century Park East Century City, CA 90067	Mr. Chris Balley	310 556 6850
7/1/81	Present	21      Century Plaza	6301 Owensmouth Woodland Hills, CA 91367	Ms. Joy Jugovic	818 704 0500

8/1/01	Present	John Wayne Airport	3160 Airport Avenue Costa Mesa, CA 92626	Mr. Scott Hagen	949 252 5241
7/1/99	Present	Loews Santa Monica Beach Hotel	1700 Ocean Avenue Santa Monica, CA 90401	Mr. Gary Kunesh	310 458 6700
4/1/98	Present	Verizon Amphitheatre	8808 Irvine Center Drive Irvine, CA 92618	Mr. Matt Curto	949 855 8095
8/1/98	Present	Cinerama Dome Hollywood	354 S. Spring St. Los Angeles, CA 90013	Mr. Jay Virata	213 977 1658

2. How many full-time workers does your firm employ?

1,360+

3. How many hours did your part-time employees work last year?

299,500

(240 Part-Time Employees)

4. Attach an organization chart or describe the organization of your firm:

Please see "Organization Chart" at the end of this section.

5. Credit references. List at least three recent credit or financial references:

Name	Address	Business Relationship	Contact Person	Phone Number
City National Bank	18111 Von Karman Ave. Irvine, CA 92612	Lead Bank	Mr. David Dinges Vice President	949 223 4042
Driver Alliance Insurance Service	325 E. Hillcrest Dr. Suite 250 Thousand Oaks, CA 91360	Primary Insurance Broker	Ms. Kathy Phillips Account Executive	866 805 7275
Digital Printing Systems, Inc.	777 N. Georgia Avenue Azusa, CA 91702	Primary Provider of Printed Materials	Mr. Peter Young President	818 334 1244
T.C. Maintenance, Inc.	14738 Keswick Street Van Nuys, CA 91405	Supplier of Signs, Equipment and Lot Striping Services	Mr. Tim Curcio	818 994 2558

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the contract.

Note: Please see "Certificate of Insurance" at the end of this section.

7. FINANCIAL STATEMENT. You must attach an <u>audited or reviewed</u> financial statement (balance sheet and income statement) current as of January 2005 or a later date. (Proposals with no financial information unaudited or unreviewed documents may be disqualified.)

Note: Please see "Financial Statements" at the end of this section.

- 8. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance and any other County department):
- ☐ Has not found the Proposer responsible for any labor, wage or payroll violations.
- Has found the Proposer responsible for the following violations:
- \*Note: The State Division of Labor Standards Enforcement performed a record check and found two (2) reported violations.

#1 was a "meal break" claim filed with Labor Board. Due to a schedule mix-up PCI failed to appear. A minor cash award was awarded and not appealed by Parking Concepts.

#2 was also a "meal break" claim that was a legitimate complaint Parking Concepts agreed to a minor cash award.

(Failure to provide accurate or complete information may result in termination of Contract or debarment from future County contracts for three years.)

- 9. DEBARMENT FROM GOVERNMENT CONTRACTS. Within the last ten years, a public entity
  - Has not debarred the Proposer from any contract.
- ☐ Has debarred the Proposer from contracting for the following reasons:
- 10. HEALTH CARE BENEFITS. If you are seeking credit against the living wage for maintaining a bona fide health care benefit plan, attach the insurer's plan description and premium invoice or premium quotation for all full-time employees assigned to this contract. (\$1.14 per hour credit will be allowed against the living wage amount of \$9.46 per hour per employee for bona fide health benefits. The Proposer must show that it is paying at least \$1.14 per hour per covered employee toward the plan.)

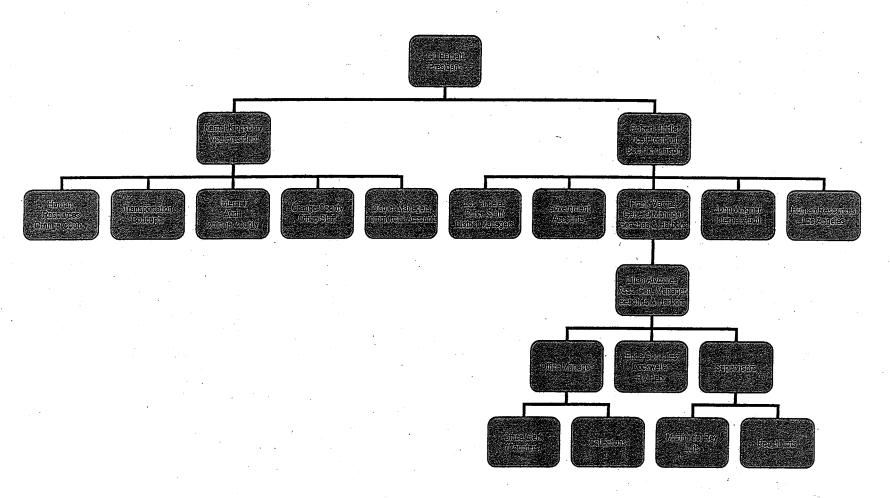
Note: Parking Concepts' health care benefit commitment and obligation is addressed in the Teamsters Local Union 911 contract under Section 18, Group Insurance (copy attached).

11. ADDITIONAL INFORMATION (Attach pages if necessary):



### PARKING CONCEPTS INC.

## Organizational Chart



	CC	ORD_	CERTIFIC	ATE OF LIABIL	ITY	INSUI	RANCE	OPID MG PARKI-2	OATE (MM/DD/YYYY) 05/26/05
PROD	ICER				$\neg \neg$	THIS CERT	TIFICATE IS ISS	UED AS A MATTER ( RIGHTS UPON THE	OF INFORMATION
325	Oriver Alliant Ins. Services 325 E. Hillcrest Drive, Suite					HOLDER T	ATE DOES NOT AME AFFORDED BY THE P	ND. EXTEND OR 1	
		nd Oaks 805-77	CA 91360 7-4770		11	ISURERS A	AFFORDING CO	VERAGE	NAIC #
INSUR	EO		1		. (N	SURER A: (	Clarendon An	merica Ins. Co.	
		Damie	na Ganganta i	Tm a	1N	SURER B: I	Lloyds, Lond	ion	
		DBA:	ng Concepts, Transportation	Concepts	-		Cottsdale Insura		
		Irvin	uchly Unit "le CA 92718	<b></b>	<u> </u>	ISURER D: I	Mt. Hawley	Ins. Co.	
COV	/FR	GES			_ IN	ISUNEK E.	····	·	
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		СОММЕ	RCIAL GENERAL LIABILITY					PREMISES (Ea occurence)	\$
,	. [	CL	AIMS MADE OCCUR		1			MED EXP (Any one person)	\$
ł				•				PERSONAL & ADV INJURY	\$
			,		1			GENERAL AGGREGATE	\$
		GEN'L AGGR	EGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$1
A	_	POLICY AUTOMOBILI ANY AU	PRO- JECT LOC E LIABILITY	XSR00411088		6/01/05	06/01/06	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
-		ALL OW	NED AUTOS ULED AUTOS					BODILY INJURY (Per person)	\$
			WNED AUTOS					BODILY INJURY (Per accident)	s
		X SIR	\$100,000			·		PROPERTY DAMAGE (Per accident)	s
		GARAGE LIA	BILITY			•		AUTO ONLY - EA ACCIDENT	s
		ANY AL	mo :			a .		OTHER THAN EA ACC AUTO ONLY:  AGG	<del></del>
<u> </u>		EXCESS/UN	IBRELLA LIABILITY		-	•		EACH OCCURRENCE	\$ 20,000,000
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		RKERS COMP	ENSATION AND	<b>\</b>		•		WC STATU- OTH TORY LIMITS ER	
ŀ.,	ANY	PROPRIETOR	R/PARTNER/EXECUTIVE	. ,		·		E.L. EACH ACCIDENT	\$
	If yes	s. describe und	R EXCLUDED?					E.L. DISEASE - EA EMPLOYE	
_	SPE	CIAL PROVISI	ONS below		-			E.L. DISEASE - POLICY LIMIT	1\$
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						AUTHORIZED	REPRESENTATIVE	A. Harris	4
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### NOTEPADE

Please combine this certificate with coverages provided by the certificate you receive from the agency of Curtis & Sullivan for the General Liability.

INSUREDISINAME Backeting Concepts Line.

Their policies provide underlying coverage for our excess policies as ollows: General Liability \$1,000,000 Limit Golden Eagle Combined Limits are as follows: \$26,000,000 each occurrence/\$27,000,000 aggregate - General follows:

OP ID MG

Liability

\$26,000,000 each accident - Automobile Liability

PARKICON1

and the second second

A	C	ORD <sub>™</sub>	CER	TII	FICATE OF	LIABIL	ITY II	<b>NSURAN</b>	ICE	DATE (MM/DD/YY) 05/24/05
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		Parkir	ng Concep	ts, In		1 22			Insurance Company	
	,		uchly, Bui	_	1	F	ISURER C:			
		irvine	, CA 92718	В	•	11	ISURER D:			
				•	-	11	NSURER E:			
HE VY YAY	POL REC PER	QUIREMENT, RTAIN, THE	TERM OR INSURANCE	CON	BELOW HAVE BEEN ISSUED DITION OF ANY CONTRACT ROED BY THE POLICIES OF MAY HAVE BEEN REDUCED	OR OTHER DO	CUMENT WIT	TH RESPECT TO WE	HICH THIS CERTIFICATE A	MAY BE ISSUED OR
R		TYPE OF IN			POLICY NUMBER		CY EFFECTIVE E (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	· ·
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· -			GENERAL LIAB	KLITY	1	1		1	FIRE DAMAGE (Any one fire)	\$100,000
T		CLAIMS N	ADE X O	CCUR		İ			MED EXP (Any one person)	\$5,000
Ī						·		1	PERSONAL & ADV INJURY	\$1,000,000
T									GENERAL AGGREGATE	\$2,000,000
1	 GEN1	L AGGREGATE	LIMITAPPLIES	PER:		}			PRODUCTS - COMPIOP AGG	\$1,000,000
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		plementa		110057	AFHICLES/EXCLUSIONS ADDED I	34 ENDORSEMENT	SPECIAL PROV	VISIONS		
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		•	Parking, Inc	-						
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-									<u> </u>	
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NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO							FAILURE TO DO SO SHAL			
							IMPOSE HO	OBLIGATION OR LIABI	LITY OF ANY KIND UPON THE	INSURER,ITS AGENTS (
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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

### DESCRIPTIONS (Continued from Page 1)

Parking Concepts, Inc./Daja, Inc. a California Limited Partnership Parking Concepts Shuttle Services, Inc

C (TENTO) C.25 2MA

of 3

#M8341

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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# Wright Ford Young & Co.

CONFIDENTIAL

December 9, 2004

To the Board of Directors of Parking Concepts, Inc.:

We have reviewed the accompanying balance sheet of Parking Concepts, Inc. as of October 31, 2004, and the related statements of income, shareholder's equity and eash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Parking Concepts, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with auditing standards generally accepted in the United States of America, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

WRIGHT FORD YOUNG & CO.

Pages 2-13 removed and on file with the Department of Beaches and Harbors as marked CONFIDENTIAL

### REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer declares and agrees as follow	<u> </u>	CONCEPTS,	INC.	<u> </u>	, the unders	signed certifies,
1. Absence of Any Conflict County Code and certifies that either the County or another p participated in any way in the this Proposal.	it neither Propo ublic agency fo	oser nor its offic or which the Boa	ers, principals rd of Supervis	s, partners or major sors is the governing	shareholders ar g body or a forme	e employees of employee who
2. Independent Price Det independently, without consucompetition.						
3. Compliance with Count Los Angeles County Code. All pending and subsequent to the	persons acting	g on Proposer's	behalf have d	omplied with its pro		
4. Antidiscrimination.	•	•	: .		·	•
(a) In accordance with S affiliates, subsidiaries, or race, religion, ancestry, n the State of California. T written policy statement analysis of Proposer's w against protected group reasonable corrective ac OR:	holding comp national origin of the following poprohibiting dis- ork force; (3) a s; and (4) whe	anies are and vor sex and in corolicies and prococrimination in a system for de problem are	vill be treated inpliance with redures shall li il phases of è termining if P eas are identi	equally by the firm all anti-discrimination be in force and effect employment; (2) per roposer's employmentied in employmen	without regard to ion laws of the Ur ect over the Con eriodic self-analy nent practices are	o or because of nited States and tract term: (1) a sis or utilization e discriminatory
<ul><li>(b) Proposer is exempt professional, scientific, of individual or an individual</li></ul>	expert or techi	nical services o	f a temporar	y and occasional c	character involvir	ng only a single
<ol> <li>Consideration of GAIN/ award, Proposer shall de consider GAIN/GROW p to provide employed GA assist these individuals i</li> </ol>	emonstrate a p articipants for a IN/GROW par	roven record of any future emplo ticipants acces	hiring GAIN/O Dyment openions to the Proposition	GROW participants ng. Additionally, Pro oser's employee me	or shall attest to oposer shall attes entoring program	a willingness to at to a willingness
Proposer has a proven r	ecord of hiring	GAIN/GROW	participants (s	subject to verificatio	on; attach proof);	
OR:					•	
Proposer is willing to co GAIN/GROW participan						ovide employed
On behalf of Proposer, I detrue and correct:	clare under pe	enalty of perjur	y under the l	aws of the State of	f California that	the foregoing is
Vice President			ROBI	ERT HINDLE		Name
	^	Title				
Robert Hind	le		Jul	y 10, 2005		· <u>·</u>
Signature .			Date			

### Requestion Local SBL Profesence Program Consideration and CRE Firm Organization Information Form

INSTRUCTIONS: All proposers/bidders reconsideration of the proposal/bid.	esponding to t	this solicitation mu	ist complete a	nd return tl	is form for proj	)er			
• •	C DOCECDEN	CE PDACDAM•							
I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:									
FIRM NAME: PARKING CONCEPTS, INC.									
		y the County of Los A sal/bid submission.	Angeles Office o	of Affirmative	Action Compliance	: as			
As an eligible Local SBE, I request to  My County (WebVen) Vendor Nun		be considered for the 946502	Local SBE Pro	eference.					
II. FIRM/ORGANIZATION INFORMATION consideration of award, contractor/vendor will orientation or disability.									
		☑ Corporation □	Non-Profit	☐ Franchise	-				
Total Number of Employees (including owners):	1574								
Race/Ethnic Composition of Firm. Please distrib	oute the above to	otal number of indivi	duals into the fo	llowing categ	ories:				
Race/e Unit (domps in the control of	J.Owne	7/ aring	Mai	ipery at a second		5110			
	Male	Female	Male	Female	Male	Female			
Black/African American	0	0	10	7 .	98	106			
Hispanic/Latino	0	0	39	9	504	287			
Aşian or Pacific Islander	0	0	6	. 1	104	17			
American Indian	0	. 0	. 1	. 0	5	. 2			
Filipino	0	0	5 .	3	70	10			
White	1	0	23	-9.	194	79			
III. PERCENTAGE OF OWNERSHIP IN FIR	M: Please indi	cate by percentage (%	6) how ownersh	ip of the firm	is distributed	•			
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A A A A A A A A A A A A A A A A A A A	anicelanno	i si ka la januer i sa k	American	Indian (1)	Funding	y white a			
Men 0 %	0 %	0 %	-	0 %	0 %	100%			
Women 0 %	0 %	0 %	<u> </u>	0 %	0 %	0 %			
IV. CERTIFICATION AS MINORITY, WOM firm is currently certified as a minority, wome following and attach a copy of your proof of	en, disadvantag	ed or disabled vetera	n owned busine.						
Approximately Approximately		*	omen 200	144 (174 )	iabled	non Dates.			
N/A			eter (7) enadya	htageds: [:e-V	(eran)	2007.22.5			
	·	1							
V. <u>DECLARATION</u> : I DECLARE UNDER I THE ABOVE INFORMATION IS TRUE			THE LAWS (	) OF THE STA	TE OF CALIFOR	NIA THAT.			
	orized Signature	14 med	Vice E	resider	nt Date 7/	6/2005			

FORM P-7



# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

## ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY

	nust complete an able box below):	d submit a separate form (ma	ке рпотосоріе	s of form) for each instance of (check the							
	An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.										
	A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.										
	A debarment by	A debarment by a public entity listed below within the past ten (10) years.									
Print N	lame of Firm:		Print Name	of Owner:							
Print A	Address of Firm:		Owner's/Ag	ent's Authorized Signature:							
City, S	state, Zip Code:	· · · · · · · · · · · · · · · · · · ·	Print Name	and Title:							
	•										
Public	Entity Name:			Date of Incident:							
	Number/Date Opened:	Case Number:		Date Claim Opened:							
Name Claim	and Address of ant:	Street Address:  d City, State, Zip:	usy Orellar oes not nee orm P-7 du	r instructions from  na, Parking Concepts  ed to complete this  ne to our Collective							
	iption of Work:			Agreement that							
Descr	janitor) ription of ation and/or tion:	0		exempts all of the Living Wage							
Findi dispo (e.g., l Dama	osition of ng (attach sition letter): Liquidated ges, Penalties, ment, etc.)										

\_\_\_\_\_ pages.

Additional Pages are attached for a total of \_\_\_\_\_

## COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

I <u>do not</u> have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.46 per hour** per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$1.14 per hour per employee. I will pay an hourly wage of not less than \$9.46 per hour per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least \$1.14 per hour per employee. I will pay an hourly wage of not less than \$8.32 per hour per employee.

Health Plan(s):	
Company Insurance Gr	oup Number:
Health Benefit(s) Paym	ent Schedule: N/A. As per instructions from
Monthly	Quarterly Susy Orellana, Parking Concepts Bi-Arrival does not need to complete this
Annually	Other: Form P-8 due to our Collective  Bargaining Agreement that
PLEASE PRINT COMPANY NAME	
I declare under penalty of perjury	under the laws of the conditions in the Living Wage correct
SIGNATURE:	Program. DATE:
PLEASE PRINT NAME:	TITLE OR POSITION

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

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

Company Name:	PARK	ING CONCE	PTS, 1	NC.					•	
Company Address:	1801	S. Georg	ia St	•		•	•	,	•	•
City: Los Angele	S.	State:	CA	-	Z	ip Code:	90015			
		746-5764								
Solicitation For (Type or	f Services):	Proposal	for Pa	arking	Manage	ment s	Services	;		

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; <u>and</u>, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; <u>and</u>, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
  - "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
  - "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

#### OR

### Part II: Certification of Compliance

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

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

Print Name: ROBERT HINDLE	Tille: Vice President
Signature: Robert Hindle	Date: July 10, 2005

### **COLLECTIVE BARGAINING AGREEMENT**

### BY AND BETWEEN

### **TEAMSTERS LOCAL UNION NO. 911**

And

PARKING CONCEPTS

For

**BEACHES** 

PURSUANT TO CONTRACT WITH COUNTY OF

LOS ANGELES, DEPARTMENT OF BEACHES & HARBORS

Term of Agreement
July 1, 2005
Through
June 30, 2010

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WHEREAS, Parking Concepts (the Company) has a contract with the County of Los Angeles Department of Beaches and Harbors to operate public parking facilities pursuant to a RFP.

WHEREAS, the Company now hereby recognizes Teamsters Local 911 (the Union) as the lawful collective bargaining agent for their rank-and-file employees at such public beach parking facilities;

WHEREAS, the parties desire to have in place a collective bargaining agreement to govern their relationship;

NOW THEREFORE, the parties agree as follows:

#### AGREEMENT

This Agreement is made and entered into as of the 1<sup>st</sup> day of July 2005, by and between PARKING CONCEPTS, hereinafter referred to as the "Company" and TEAMSTERS LOCAL 911, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

### ARTICLE 1 - DEFINITIONS

- Section 1. "Employee or Employees" is defined as all employees of the Company at beach parking lots as designated pursuant to the RFP described above (hereinafter referred to as "Beaches") subject to the terms and conditions of the parking agreement between the County of Los Angeles, Department of Beaches and Harbors and Parking Concepts, excluding office employees, and supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of the employees or effectively recommend such action.
- Section 2. Effective as of July 1, 2005, all employees hired at a beach parking facility on or after October 1, 2005, will be considered to be temporary employees during a probationary period, which extends for the first ninety (90) days of their employment, and subject to termination at the discretion of the Company, there shall be no recourse to the grievance and arbitration procedure contained in this Agreement or otherwise. When the probationary period has been completed, the employee will receive seniority retroactive to the date of hire.
- Section 3. This Agreement shall remain in full force from July 1, 2005 to the earlier of June 30, 2010 or such date as the Company may lose its contract with the Department of Beaches and Harbors, and shall automatically continued year to year thereafter until and unless either party serves written notice upon the other party sixty (60) days prior to June 30, 2010, or prior to any subsequent annual expiration date, that changes are desired.

### **ARTICLE 2 - RECOGNITION**

- Section 1. Recognition: The Company recognizes the Union as the sole collective bargaining representative for all employees of the Company working at the Beach parking facilities as defined in Article 1.
- Section 2: Union Membership: It shall be a condition of employment that all employees of the Company covered by this Agreement shall become and remain members in good standing in the Union. Those who are not members on the effective date of this Agreement shall, on the thirty first (31<sup>st</sup>) calendar day following the effective date of this Agreement, become and thereafter remain members in good standing in the Union. All new employees hired after the effective date of this Agreement shall, on the thirty-first (31<sup>st</sup>) calendar day following employment, become and remain members in good standing in the Union.
- Section 3: Removals from Employment: The Union agrees that written notice shall be given to the Company at least seventy-two (72) hours before any regular employee is to be removed from his/her employment by reason of his/her failure to maintain his/her membership in good standing in the Union, in accordance with Section 2 of this Article.
- Section 4: Check-off of Initiation Fees and/or Union Dues: The Company shall deduct from the first paycheck of each month, and turn over to the Union for the duration of this Agreement, initiation fees (installments of \$25 per month until fully paid), dues and other fees of such members of the Union as individually authorized in writing (including D.R.I.V.E. contributions), such authorization to comply with the Labor Management Relations Act of 1947. Employees hired within the first forty-five (45) days of this Agreement shall not be subject to the initiation fee requirement.
- Section 5: Notice: The Company shall, on or before the tenth (10<sup>th</sup>) day of the month, by mail, notify the Union of all new hires during the previous month,
- Section 6: Indemnity: The Union shall indemnify and save the Company harmless against any and all claims demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice of assignment furnished by the Union.

### **ARTICLE 3 - GRIEVANCE & ARBITRATION PROCEDURE**

Section 1: In the event of a grievance or dispute ansing under the terms of this Agreement, the Union steward shall take the matter up with the Company's representative within ten (10) days of the occurrence, giving rise to the grievance or reasonable knowledge of the occurrence, and every effort shall be made to reach a satisfactory solution.

If no satisfactory solution can be reached, the Business Representative or other duly authorized representative of the Union shall take the matter up with the Company within five (5) days. If the Business Representative of the Union and the Company cannot reach a satisfactory agreement within ten (10) days (subject to extension by mutual agreement), either party may refer the matter to a disinterested arbitrator approved by both parties. If the parties cannot agree on an arbitrator within a reasonable period of time, either party may invoke the procedures of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding. No arbitrator shall have the power to add to or subtract from the terms of this Agreement. The parties agree to expedite such arbitration. The fee of the arbitrator shall be borne equally by the Union and the Company.

Section 2. It is expressly understood and agreed that any request for arbitration of a discharge of any employee must be made in writing by an official of the Union to the Company within ten (10) working days from the date of the discharge, and the request must be made on behalf of an employee entitled to arbitrate his/her discharge, or the discharge shall not be subject to arbitration. This time limit can be extended by the parties only upon mutual written agreement. In the case of an arbitration of a discharge, the arbitrator may sustain the discharge or may order the reinstatement of the employee with or without compensation for some or all of the days lost.

### ARTICLE 4 - NO STRIKE/NO LOCKOUT

Section 1. The parties agree that during the life of this Agreement, there shall be no strike, sympathy strike, slowdown, sitdown, work stoppage or lockout by any party to this Agreement.

Section 2. Picket Line: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross a lawful primary picket line, which has been sanctioned by Joint Council No. 42 of the International Brotherhood of Teamsters.

### ARTICLE 5 - PAY PERIOD & PAYROLL DEDUCTION

Section 1. Employees shall normally be paid every two (2) weeks by 3:00 p.m. The Company shall provide the Union with advance notice of any change in paydays or place of check distribution. If a scheduled payday falls on a weekend or scheduled holiday, paychecks will be distributed on the last workday prior to the weekend or holiday.

Section 2. Employees shall be responsible for the reasonable cost of repair; reasonable loss of use, if any; or replacement of lost, stolen, or damaged property when due to their negligence.

Any employee, except as otherwise provided herein, through the Union may avail himself of the grievance procedure set forth in Article 3 hereof to contest any action taken by the Company pursuant to this Section and the Company agrees to abide by the decision rendered through such procedure.

Section 3. Employees shall be accountable for all receipts collected by them and responsible for errors on collection of parking tickets. The Company shall have the right to summarily discharge an employee for stealing, dishonesty and or/ticket manipulation, and for unsatisfactorily explained repeated errors in parking tickets, reports and collections. Employee shall be personally responsible for shortages.

Section 4. Except as provided in Section 2 of this Article, no deductions shall be made from the paycheck of any employee without the written consent of the employee, other than those deductions required by law and as provided in this Agreement.

### **ARTICLE 6 - UNIFORMS**

- Section 1. The Company agrees to provide employees with a complete set of uniforms.
- Section 2. Additional uniforms required by the Company shall be furnished by the Company.
- Section 3. Employee uniforms shall be paid for and shall belong to the Company.
- Section 4. The Company may charge a uniform deposit not to exceed \$50 maximum, to be deducted from the employee=s first two paychecks following employment. Said uniform deposit shall be returned to the employee in full upon termination, provided the employee has returned all uniforms.
- Section 5. The Company has the authority to require employees to wear uniforms as prescribed by the Company, which must be worn in a neat and proper manner acceptable to the Company. An employee who does not report to work fully and properly dressed in his/her uniform may not be permitted to work. Repeated failure to wear uniforms, including the wearing of uniforms in a manner unacceptable to the Company, shall be deemed unsatisfactory performance and shall subject the employee to progressive disciplinary action.

### ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 1. Employees shall be subject to discipline or discharge by the Company for just cause.

Section 2. Without limiting the foregoing paragraph, the parties agree that the Company may discharge employees without the necessity for a prior oral or written warning to the employee(s) involved for actions such as but not limited to: dishonesty; theft; gross negligence; continued poor performance; job abandonment; ticket manipulation; insubordination; use, possession or being under the influence of drugs, or alcohol; refusal to submit to a drug or alcohol test; fighting with or harassment of employees or customers; willful damage and/or vandalism to company property.

Section 3. Disciplinary Notices. A copy of all disciplinary notices shall be given to the employee at the time of the discipline.

### **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

- Section 1. Hours of Work. With the exception of the implementation of Section 3 of this Article, the normal workweek shall be five (5) eight (8) hour days as scheduled by the Company, Monday to Sunday
- Section 2. Overtime. Time and one-half shall be paid for hours worked in excess of forty (40) in any one week. With the exception of the implementation of Section 3 of this Article, time and one-half shall be paid for hours worked in excess of eight (8) in any one day.
- Section 3. Four-Day Workweek Option. In lieu of paying the overtime premium required by this Agreement and state law for all hours worked in excess of eight (8) in any one day, the Company may adopt, pursuant to a written agreement voluntarily agreed to between the company and the Union, a workweek that includes no more than four (4) scheduled workdays of up to ten (10) hours each, as long as the employee(s) receive at least two (2) consecutive days off within each work week.
- Section 4. Two (2) times the hourly rate will be paid for all hours worked:
  - A. In excess of twelve (12) hours in any one (1) day.
  - In excess of eight (8) hours on the sixth (6<sup>th</sup>) day worked, in a workweek.
  - C. On the seventh (7th) day worked in a workweek.
- Section 5. There shall be no pyramiding of overtime pay.
- Section 6. Employees are required to notify the Company at least two hours in advance in all cases of absence or lateness.

### ARTICLE 9 - COOPERATION

Upon request, the Union agrees to cooperate with the Company in matters involving governmental rules and regulations where they affect the business of the Company, its ability provide employment, and to pay the wage scale agreed upon.

### **ARTICLE 10 - JOB CLASSIFICATIONS & WAGE RATES**

Section 1. Wage rates for all employees covered by this Agreement shall be set forth in Attachment AA@ attached hereto and made a part of this Agreement.

### Section 2. Part-time Employees:

- A. Defined: Those employees who are regularly scheduled to work less than forty (40) hours per week.
- B. Utilization: Notwithstanding any other provisions of this Agreement the Company shall have the right to utilize employees as employees for breaks, leaves of absence, absentaeism, vacation, seasonal or other unusual situations, including temporary changes in demand on other than a regular, full-time basis, as set forth in this Article 1o. Said employees shall be referred to as part-time employees.
- C. Separate Seniority Roster: Part-time employees' seniority shall be maintained separate and apart from the seniority list of regular, full-time employees.
- D. Union Membership: Part-time employees shall be required to comply with the Union seniority clause Article 2.2.
- E. Probation: The first ninety (90) days worked by a part-time employee shall constitute a probationary period.
- F. Reporting Pay: Part-time employees are guaranteed four (4) hours in a any one (1) day they are required to report to work, whether utilized by the Company or not.
- G. Overtime: The parties expressly understand and agree that if, because of unusual circumstances, a part-time employee works over eight (8) hours in any one (1) day, depending on his/her shift schedule, or over forty (40) hours in any one (1) week, he/she shall be entitled to overtime pay provided for in this Agreement.

However, under no other circumstances are part-time employees entitled to overtime pay, and none of the daily or weekly guarantees of this Agreement shall apply to part-time unless provided for in this Article.

- H. Scheduling: Regular-scheduled workdays will be designated. The Company retains the option of changing the designated workdays and/or increasing or decreasing the number of days to be worked by part-time employees. Hours of work and/or workdays will be offered on a seniority basis.
- Seniority: If an employee is transferred from part-time to full-time employment, benefit eligibility will, thereafter, be computed from the individual's hire date. Refusal of a full-time job will not jeopardize the employee's seniority on the part-time seniority roster. It is not the intent of the Company to use part-time employees to replace full-time employees.
- J. Benefits: A part-time employee will not be entitled to vacation pay or any other benefits except holiday pay.

#### ARTICLE 11 - SENIORITY

- Section 1. Seniority for the purposes of this Agreement shall begin to accrue from the date of the employment at the parking operations at one of the Beaches. Part-time employees shall be entitled to seniority only as it relates to other part-time employees.
- Section 2. If qualifications are, in the Company's judgment, essentially equal, seniority shall govern for the purpose of promotions, transfers, layoffs and recalls.
- Section 3: Regular, full-time employees will not, normally, be used outside their classification.

### ARTICLE 12 - BUSINESS REPRESENTATIVE AND BULLETIN BOARDS

Section 1. The Business Representative or any authorized agent of the Union shall be permitted to visit the place of employment of an employee at any time for the purpose of checking employees' cradentials, or to gain information concerning matters involved in this Agreement.

However, such Business Representative or authorized agent of the Union shall not interfere with the operations of the Company and shall notify the management of his/her presence and the purpose of his/her visit immediately upon entering the premises.

Section 3. The Company agrees to deliver to the Union any and all information requested regarding wage rates, job classifications, seniority dates, health and welfare coverage and payments to employees.

### **ARTICLE 13 - UNION STEWARDS**

Section 1. The Company recognizes the right of the Union to designate, at the Union's discretion, no more than two (2) job stewards and two (2) alternates. The Union shall notify the Company ir writing of the names of the job stewards and alternates at the time they are appointed. The authority of job stewards and alternatives designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with the Company; in accordance with the provisions of this Agreement; and
- B. The transmission of messages and information, which originate with and are authorized by the Union or its officers, provided such messages and information:
  - Have been reduced to writing and signed by an authorized Union officer, who is not employed by the Company; or
  - If such messages and information have not been reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Company's business.

Job Stewards and alternates have no authority to take strike action or any other action interrupting the Company's business, except as authorized by the official action of the Union and not in violation of this Agreement. Violation of this clause shall be cause for immediate discharge.

Any steward appointed after the effective date of this Agreement shall be permitted to spend no more than two (2) working hours per week without loss of time or pay on processing and presenting grievances. The Union, related activities of the job stewards

and alternates, as defined above, shall not interfere unreasonably with the regular or assigned duties of those employees.

Section 2. The Chief Steward who is in office as of the effective date of the Agreement shall have the right to select his/her work schedule when working on grievances, and shall be permitted to process and present grievances during his/her regular working hours without loss of time or pay, provided such duties do not unreasonably interfere with his/her regular or assigned duties.

#### **ARTICLE 14 - NON-DISCRIMINATION**

Section 1. Non-Discrimination: Neither the Company nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, sex, age, marital status, physical or mental handicaps, status as a Vietnam-era veteran in accordance with applicable law.

#### **ARTICLE 15 - HOLIDAYS**

New Years Day Martin Luther King Day Presidents' Day Memorial Day Fourth of July Labor Day Thanksglving Day Christmas Day

- Section 1. If the employee works on a holiday, the employee shall receive two (2) times the hourly rate.
- Section 2. A Full time Employee whose scheduled day off falls on a holiday shall receive eight (8) hours of straight time pay. Employees who are scheduled to work on a holiday and who do not show up for work shall not receive holiday pay.
- Section 3. In order to receive holiday pay under this Article, the employee must work the scheduled day before and the scheduled day after the holiday. Holiday pay shall not be counted for the purpose of overtime.

### **ARTICLE 16 - VACATIONS**

- Section 1. All regular full-time employees now or hereafter employed shall receive vacation, with pay each year, in accordance with the following schedule pursuant to seniority within the respective classification.
- Section 2. Employees who have been employed for one (1) year or more shall receive five (5) working days of vacation pay per year, for three (3) years or more shall receive ten (10) working days of vacation pay per year; for nine (9) years or more shall

receive fifteen (15) working days of vacation pay per year. All employees shall receive their vacation paycheck on the payday immediately preceding the day on which such employee starts his/her vacation.

- Section 3. Vacations are to determine on the basis of the actual service, except that no vacation credit will be lost for absences of thirty (30) days or less.
- Section 4. Employees shall make their request for their vacation period in writing, at least four (4) weeks in advance. Seniority of service shall be the basis for priority in the selection of vacation dates.

The Company reserves the right to change vacation dates in those cases where the efficient operation of its business so requires, provided such change is not made in an arbitrary or capricious manner. Payment of vacation money will be made by separate check with deductions according to law, and delivered to the employee on the payday immediately preceding the day on which such employee starts his/her vacation.

- Section 5. In the event that the Company's contract with the Department of Beaches and Harbors is not renewed, the Company agrees to pay all employees their accrued vacation benefits with their final paycheck at the expiration of the said contract.
- Section 6. If an employee chooses not to take a vacation with pay during any year in which he/she is entitled to take such a vacation, the employee will be entitled to payment of his/her vacation pay in such a manner and at such time as is mutually agreed upon by the Company and the employer.

### ARTICLE 17 - LEAVES OF ABSENCE

- Section 1. The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to no more than two (2) employees designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided at least two (2) weeks written notice is given to the Company by the Union, specifying the length of time off.
- Section 2. A leave of absence may be granted for personal reasons for a period not to exceed one (1) month upon application of the employee to and approval by the General Manager. Such leave of absence shall not be renewed and seniority will not accumulate during the leave. Employees will retain seniority earned prior to leave upon return from leave.
- Section 3. Job Related Illness or Injury: In the event of an on the job illness, or injury which prevents the performance of regular duties, an employee will be granted a leave of absence after medical evidence satisfactory to the company is presented. The employee shall keep the general manager informed monthly, in writing, of the approximate time when he/she will be able to resume his/her regular duties. The employee's return to work shall be subject to approval of the attending physician and/or

the Company's designated physician. There shall be no loss of seniority during such leave, however, no wage progression Improvement increase or time credit shall be gained during such leave.

Section 4. Family Leave: Notwithstanding any other provision of this agreement, the employer shall provide unpaid leaves of absence and maintain benefits during such leaves, and conformity with the California Family Rights Act of 1993, which appears at Section 12945.2 of the California Government Code, and the Family Medical Leave Act of 1993, and any amendments to either. Pursuant to said statutes, the Employer shall grant to each employee who has completed one year of service preceding the leave, leave for the birth, adoption of a child, or placement of a child or foster care, or for the care of a parent or person similarly situated or a spouse. Leave shall also be granted for an employee's own serious health condition, including pregnancy related disabilities.

The duration of leave under this Article 17 shall be up to twelve (12) weeks during a one (1) year period. The Employer may, at its discretion, require or permit an employee taking leave under this Article 17 to substitute for such leave, accrued, but untaken vacation time. Intermittent leave shall also be allowed for the care of a spouse, parent or child subject to appropriate medical certification. Employees who qualify for leave pursuant to this Article 17 and return within the time specified, shall be assigned to the position which they occupied at the time of taking such leave, unless a general bid is taken, providing such position exists. Any employee seeking reinstatement following a leave taken pursuant to this Article 17, shall have no greater rights to a position than if the employee had been continuously employed during the period of the leave. Employees who qualify for leave under this Article 17 shall continue to be covered by the Group Health Insurance Plan for the duration of said leave; provided, however, that in the event that the employee does not return at the end of the leave period, the Employer may recover the cost of said premiums from the employee. There shall be no loss of seniority during such leave, however, no wage progression improvement increase or time credit shall be gained during such leave. At the sole discretion of the Employer, an additional three (3) month unpaid leave of absence may be granted. Such decision shall not be subject to Article 3 Grievance and Arbitration Procedure.

### **ARTICLE 18 - GROUP INSURANCE**

- A. Insurance Eligibility. The Company agrees to provide eligible employees with Union sponsored health and welfare coverage. All full time employees who has completed six (6) months of continuous service shall be eligible for such health and welfare coverage.
- B. Health and Welfare. The Company shall pay the cost, to a maximum of \$210, of providing union sponsored health and welfare benefits for eligible employees. The Company shall pay any increase in the premium to a maximum of 7% per year; the

employees have the right to make changes on the health and welfare benefits without affecting the employer's contribution.

In case that the premium goes above 7%, a modification in the Health and Welfare benefits shall be made. The \$210 premium for medical benefits is guarantee through June 30, 2006.

C. Employees may, upon presentation of documentary evidence of alternative medical coverage, be permitted to withdraw from employer's health and welfare benefits plan and receive in return a monthly consideration of \$80 for such withdrawing from the health and welfare plan.

#### ARTICLE 19 - MANAGEMENT RIGHTS

- Section 1. The Company has the sole and exclusive right to manage the affairs of the business to determine the products, services, methods and schedules of operations, the type of equipment and establish rules for the direction of the employees of the Company. Such rights shall include, but are not limited to: the right to maintain discipline of employees; to promulgate reasonable rules or regulations; to determine and revise the duties of the various classifications of employees; to promote, demote or transfer employees under the terms of this Agreement; to determine the amount of work needed; and to layoff because of lack of work.
- Section 2. An employee who is directed to perform a particular duty by the Company is required to obey that direction, instruction or order. If an employee desires to contest the justness or appropriateness of such direction, instruction or order, the provisions of the grievance procedure in Article 3 hereof shall be followed. In no case shall an employee refuse to perform any duty, not contrary to law. Should an employee refuse to perform any duty, not contrary to law, he/she shall be subject to discipline, suspension and/or discharge by the Company.
- Section 3. The Union recognizes the right of the Company to automate its production and working methods. Where new occupations or changes in work requirements are created as a result of automation, the Company will make every effort to retain and train present employees for these new accupations or work requirements.
- Section 4. No employee shall suffer a reduction in wages or benefits that they had prior to the adoption of this Agreement; however, there will be no double pay or duplication of any benefits.

### <u> ARTICLE 20 - SUBSTANCE ABUSE</u>

- Section 1. When the Company's highest representative on duty has a Reasonable suspicion that an employee is under the influence of alcohol or drugs, the Company may require the employee immediately to go to a qualified medical facility to provide both urine and blood specimens for the purpose of testing and to receive a fitness for work examination by a licensed physician.
- Section 2. "Reasonable Suspicion" means suspicion based on specific personal observation that the Company's representative can describe concerning the appearance, behavior, speech or breath odor of the employee. The Union shall immediately be made aware of any situation concerning substance abuse testing of any employee covered by this Agreement.
- Section 3. An employee who, prior to being asked to take a drug or alcohol test, requests a leave of absence to attend a rehabilitation program to seek a cure for alcoholism or drug abuse shall be granted such a leave of absence, and shall be reinstated to his/her former position once he/she has successfully completed such a program.

#### **ARTICLE 21 - NO REDUCTION**

The Company agrees not to enter into any agreement or contract with his/her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

### **ARTICLE 22 - DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect from July 1, 2005, through midnight, June 30, 2010, or such date as the Company may lose its contract with the Department of Beaches and Harbors.

### ARTICLE 23 - COMPLETE AGREEMENT

- Section 1. The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Any duty to negotiate concerning any such subjects is hereby waived by the Company and the Union for the term of this Agreement. However, nothing in this clause precludes the parties from making changes in this Agreement by mutual consent upon written request by one party and written acceptance by the other party.
- Section 2. The waiver by either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provision or requirement for the future or in the past, and shall not constitute a modification of this Agreement unless such

provision or requirement is reduced to writing and signed by the parties to this Agreement. An arbitrator shall have no authority to determine or consider that this provision has been waived.

### **ARTICLE 24 - GENERAL PROVISIONS**

Section 1. In the event that any federal, state or local legislative body or administrative agency enacts any law or regulation which interferes with the Company's operations, the Company shall have the right to reopen this Agreement to negotiate with the Union for modifications in the terms hereof. During such period of reopener, all of the provisions of this Agreement, which are not the subject of negotiations, shall remain in full force and effect.

Section 2. The parties agree that this Agreement constitutes a collective bargaining agreement as referred to in the provisions of Chapter 2.201 of the Los Angeles County Code, living wage program (the Program), and this Agreement supersedes all of the provisions of such Chapter regarding such Program.

Should the Los Angeles County Code be repealed, amended to delete or modify the provisions of Chapter 2.201 of said Code, or be otherwise amended in any material respect, or found inapplicable to persons employed at Los Angeles County beach parking facilities then this Agreement shall be reopened for further negotiations. Such reopener shall be effective upon not less than ten (10) calendar days of written notice by the party seeking to invoke this reopener provision.

THIS AGREEMENT has been signed effective as of July 1, 2005, and in witness whereof; the parties have hereunto subscribed their signatures.

FOR THE UNION:

FOR THE COMPANY:

**TEAMSTERS LOCAL 911** 

Mall parts. 6-8-05

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PARKING CONCEPTS

#### Appendix A - Wage Rates

1. Wage Rates. Employees who are covered by this Agreement shall be paid the following minimum hourly rates as of the dates set forth below.

All Employees

Effective October 16, 2005,

\$8.94

Effective 10-16-2006 all employees shall receive twenty-five (\$.25) cents increase. Effective 10-16-2007 all employees shall receive twenty-five (\$.25) cents increase. Effective 10-16-2008 all employees shall receive twenty-five (\$.25) cents increase. Effective 10-16-2009 all employees shall receive twenty-five (\$.25) cents increase.

Employees receiving wages above the union wages shall not receive increases until the union scale equals their wages.

2. Minimum Wage Increases. If the state or federal minimum wage increases above the rates included herein, the wage shall be adjusted to reflect the new minimum wage plus fifteen cents (\$0.15).

101558.1

### MONTHLY COMPENSATION FOR STANDARD STAFFING LEVEL

Note: Base compensation for each month, including partial months, will be calculated in accordance with the Standard Staffing Level (Exhibit 4) applied to the actual number of weekdays, weekends and holidays worked. Actual monthly compensation paid will be based upon staffing increases and decreases as authorized by the Director and, thus, will equal the base compensation adjusted in accordance with the quoted hourly rates for Parking Attendants and Supervisors applied to the hours actually worked over or under the Standard Staffing Level pursuant to Director authorization.

MONTH	AMOUNT
October*	\$
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	
October*	

<sup>\*</sup> Partial month

# PARKING LOTS OPERATED BY THE LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

### BEACH PARKING LOTS

Spaces	Season	Day	Hours Open to Public
		Nicholas Canyon	
•		3850 PCH, Malibu	
143 spaces			
6 handicapped	Winter	Weekdays	6 am – dusk
149 Total Spaces	6	Weekends	6 am – dusk
,	Summer	Weekdays	6 am – dusk
	•	Weekends	6 am – dusk
		Zuma	
	3	0050 PCH, Malibu	
1982 spaces	Winter	Weekdays	6 am - 8 pm
49 handicapped		Weekends	6 am - 8 pm
2,031 Total Spaces	Summer	Weekdays	6 am - 9 pm
2,031 Total Opaccs	Cummor	Weekends	6 am - 9 pm
		Point Dume	
	7103 We	stward Beach Rd., Ma	libu
364 spaces	Winter	Weekdays	6 am – dusk
9 handicapped		Weekends	6 am – dusk
373 Total Spaces	Summer	Weekdays	6 am - dusk
or o com operation		Weekends	6 am - dusk
		Surfrider	
	2	23000 PCH, Malibu	
87 spaces	Winter	Weekdays	6 am – dusk
_3 handicapped		Weekends	6 am – dusk
90 Total Spaces	Summer	Weekdays	6 am – dusk
oo rotal opasso	, Cannot	Weekends	6 am – dusk
		Topanga	
		18700 PCH, Malibu	
90 spaces	Winter	Weekdays	6 am – dusk
_4 handicapped	*	Weekends	6 am – dusk
94 Total Spaces	Summer	Weekdays	6 am – dusk
		Weekends	6 am – dusk

## BEACH PARKING LOTS (continued)

Spaces	Season	Day	Hours Open to Public
	Will D	ogers #5 – Castle Rock	
		PCH, Pacific Palisades	
51 spaces	Winter	Weekdays	6 am – dusk
_1 handicapped		Weekends	6 am – dusk
52 Total Spaces	Summer	Weekdays Weekends	6 am – dusk 6 am – dusk
	Will Pog	ers # 3 - Temescal Canyon	
		PCH, Pacific Palisades	
1,418 spaces	Winter	Weekdays	6 am - 6 pm
13 handicapped		Weekends	6 am – 6 pm
1,431 Total Spaces	Summer	Weekdays	6 am - 9 pm
• •		Weekends	6 am – 9 pm
		ers #1 – Chautauqua Blvd. PCH, Pacific Palisades	e E
133 spaces	Winter	Weekdays	6 am – dusk
_2 handicapped	•	Weekends	6 am – dusk
135 Total Spaces	Summer	Weekdays	6 am – dusk
		Weekends	6 am – dusk
		Rose Ave. – Venice	
	300 O	cean Front Walk, Venice	
280 spaces	Winter	Weekdays	6 am - 5 pm
8 handicapped		Weekends	6 am – 7 pm
288 Total Spaces	Summer	Weekdays	6 am - 10 pm
•	·	Weekends	6 am - 10 pm
	· · · · · · · · · · · · · · · · · · ·	enice Blvd. – Venice	
		Ocean front Walk, Venice	
292 spaces	Winter	Weekdays	6 am - 5 pm
_11 handicapped		Weekends	6 am - 7 pm
323 Total Spaces	Summer	Weekdays	6 am – 10 pm
. •		Weekends	6 am - 10 pm

## BEACH PARKING LOTS (continued)

Spaces	Season	Day	Hours Open to Public
	·		**
		shington St. – Venice	
	3100 U	cean Front Walk, Venice	
371 spaces	Winter	Weekdays	6 am - 10 pm
9 handicapped		Weekends	6 am - 10 pm
380 Total Spaces	Summer	Weekdays	6 am – 10 pm
		Weekends	6 am - 10 pm
		62nd Ave.	
;	62 <sup>n</sup>	<sup>d</sup> Ave., Playa del Rey	
49 spaces	Winter	Weekdays	6 am – Dusk
_1 handicapped		Weekends	6 am - Dusk
50 Total Spaces	Summer	Weekdays	6 am – Dusk
·		Weekends	6 am - Dusk
	(Dockweiler –	Imperial ( # 1, 2, 3, & entrance)	
	8255 Vi	sta del Mar, Playa del Rey	
1,206 spaces	Winter	Weekdays	6 am - 10 pm
93 handicapped		Weekends	6 am – 10 pm
1,215 Total Spaces	Summer	Weekdays	6 am - 10 pm
•		Weekends	6 am - 10 pm
	Dockweile	er Recreational Vehicle Park	
	12001 V	ista del Mar, Playa del Rey	
113 spaces	Winter	Weekdays	6 am - 10 pm
4 handicapped		Weekends	6 am - 10 pm
117 Total Spaces	Summer	Weekdays	6 am - 10 pm
		Weekends	6 am – 10 pm
		Bluff - Dockweiler	
	12501 V	ista del Mar, Playa del Rey	
574 spaces	Winter	Weekdays	6 am – Dusk
_7_handicapped		Weekends	6 am - Dusk
581 Total Spaces	Summer-	Weekdays	6 am – Dusk
,		Weekends	6 am - Dusk

## BEACH PARKING LOTS (continued)

Spaces	Season	Day	Hours Open to Public
		nd Ave. – Dockweiler sta del Mar, Playa del Rey	
110 spaces3 handicapped	Winter	Weekdays Weekends	6 am - Dusk 6 am - Dusk
113 Total Spaces	Summer	Weekdays Weekends	6 am – Dusk 6 am – Dusk
	386 Pas	Torrance seo de la Playa, Torrance	
324 spaces8 handicapped 332 Total Spaces	Winter Summer	Weekdays Weekends Weekdays Weekends	6 am - Dusk 6 am - Dusk 6 am – 8 pm 6 am – 8 pm
		te Point / Royal Palms Paseo del Mar, San Pedro	
145 spaces9 handicapped 154 Total Spaces	Winter Summer	Weekdays Weekends Weekdays Weekends	8 am - Dusk 8 am - Dusk 6 am – Dusk 6 am – Dusk
		White Point Bluff Paseo del Mar, San Pedro	
31 spaces (meter) _4 handicapped	Winter	Weekdays Weekends	8 am – Dusk 8 am – Dusk
35 Total Spaces	Summer	Weekdays Weekends	6 am – Dusk 6 am – Dusk

## MARINA DEL REY PARKING LOTS

Spaces	s Open to Public	
	MDR #1 - Fisherman's Village 13737 Fiji Way, MdR	
423paces14 handicapped 437 Total Spaces		24 hours*
	MDR #2 - Launch Ramp 13465 Fiji Way, MdR	
450 spaces _or 225 cars & trailers 12 Boat Prep 13 Wash Area 9 handicapped		24 hours*
	MDR #3 - N. Jetty - Parcel A 4752 Via Marina, MdR Operated by LA City – Collections by County	
56 spaces _4 handicapped 60 Total Spaces		6 am – dusk
	MDR #4 13500 Mindanao Way, MdR	
145 spaces7 handicapped 152 Total Spaces		24 hours*
	MDR #5 4545 Admiralty Way, MdR	
219 spaces5 handicapped 224 Total Spaces		24 hours *

## MARINA DEL REY PARKING LOTS (continued)

Spaces	Season Day	Hours Open to Public
	MDR #7 4350 Admiralty Way, MdR	
115 spaces _5 handicapped 120 Total Spaces		24 hours*
	MDR #8 4220 Admiralty Way, MdR	
177 spaces _6 handicapped 183 Total Spaces		24 hours*
	MDR #9 14110 Palawan Way, MdR	
181 spaces <u>6</u> handicapped 187 Total Spaces		24 hours*
	MDR #10 4001 Via Marina, MdR	
206 spaces 3 handicapped 209 Total Spaces		24 hours*
	MDR #11 14101 Panay Way, MdR	
255 spaces8 handicapped 263 Total Spaces		24 hours*
	MDR #12 14151 Marquesas Way, MdR	
199 spaces		24 hours*

#### MARINA DEL REY PARKING LOTS (continued)

**Spaces** 

Season

Day

**Hours Open to Public** 

MDR #13 4601 Via Marina, MdR

134 spaces

\_\_4 handicapped
138 Total Spaces

24 hours\*

Chace Park Metered Parking 13650 Mindanao Way, MdR

60 spaces (metered)

6 am - 10 pm

<sup>\*</sup>The Contractor shall assist the Department in enforcing the County Harbor and Maritime Ordinance (County Code Chapter 19.12) by notifying the County of any violation in the Marina del Rey Parking Lots of Los Angeles County Code section 19.12.1330 (vehicle or trailer parked over 48 hours in public parking areas must register with the Director; vehicles used for human habitation prohibited from parking between 2:00 a.m. and 6:00 a.m. in public parking areas unless registered with Director).

#### DEPARTMENT OF BEACHES AND HARBORS

#### **PARKING FEE WAIVERS**

- a) Individuals who are 62 years old or older and have valid DBH issued parking permits are to be granted free parking in parking lots (does not include lots with entries that are operated by machines) at all times other than weekends and Holidays.
- b) Individuals who are licensed as disabled motorists by the California Department of Motor Vehicles are to be granted free parking at all times in staffed parking lots (does not include lots that are operated by machines and are unstaffed) other than weekends and Holidays.
- c) Individuals who are employed by the Federal government, the State of California, City of Los Angeles and County are to be granted free parking whenever they are on official business. Public school buses only are to be granted free parking whenever they are on educational or school recreational business at the time of entry to the Parking Lot. In addition to the above, ten (4) spaces are reserved daily at Malibu Surfrider for docents of the Adamson House, a State facility adjacent to the Parking Lot.
- d) Individuals who are under contract with the County or who are employed by such individuals are to be granted free parking whenever they are working in the performance of their work for the County at the time of their entry to the Parking Lot.
- e) Individuals driving delivery vehicles are to be granted free entry whenever they are engaged in making a delivery of merchandise ordered by the County or its contractors, concessionaires, permittees or licensees at the time of their entry to the Parking Lot.
- f) Individuals who are participating in charitable events for which the parking fee has been waived by the Board of Supervisors are to be granted free parking whenever they have an approved parking pass and are participating in the event in which the parking fee has been waived at the time of their entry to the Parking Lot.

# PARKING LOT STANDARD STAFFING LEVELS SUMMER SCHEDULE

(Summer begins on the Saturday before Memorial Day and ends on the last Sunday of September.)

Parking Lot Location	Staffing Hours	Hours/ Day	Number of Attendants	Days/ Week	Total Weekly Hours
Nicholas Canyon	As Needed				
Zuma Beach	6 a.m 6 p.m.	12	1	7	84
	10 a.m 6 p.m. (As Needed)	8	1	7	56
	9 a.m 5 p.m. Weekends	8	1	2	16
	10 a.m 6 p.m. Sunday (As Needed)	8	1	1	8
Point Dume	6 a.m 6 p.m.	12	1	7	84
	10 a.m 6 p.m. Weekends	8	1	2	16
Surfrider	6 a.m 7 p.m.	13	11	7	91
	12 p.m 4 p.m. Weekends	4	1	2	8
Topanga	6 a.m 7 p.m.	13	1	7	91
Will Rogers 5	9 a.m 6 p.m. Weekends	9	1	2	18
Will Rogers 3	6 a.m 8 p.m.	14	1	7	98
	11 a.m 5 p.m. Weekends	6	1	2	12
	8 a.m 8 p.m. Weekends	12	1	2	24
Will Rogers 1	8 a.m 7 p.m. Weekdays (As Needed)	11	1	5	55
	8 a.m 7 p.m. Weekends	11	1	· 2	22
Rose Avenue	6 a.m 10 p.m.	16	1	7	112
	11 a.m 5 p.m. Weekends (As Needed)	6	1	2	12
Venice Blvd.	6 a.m 10 p.m.	16	1	7	112
	11 a.m 5 p.m.	6	1	7	42
	11 a.m 5 p.m. Weekends (As Needed)	6	1	2	12
Washington Street	6 a.m 10 p.m.	16	1	7	112
	11 a.m 5 p.m. Weekends (As Needed)	6	1	2	12
62 <sup>nd</sup> Street	As Needed				

# PARKING LOT STANDARD STAFFING LEVELS SUMMER SCHEDULE

SUMMER SCHEDULE (Summer begins on the Saturday before Memorial Day and ends on the last Sunday of September.)

Parking Lot Location	Staffing Hours	Hours/ Day	Number of Attendants	Days/ Week	Total Weekly Hours
	BEACH PARKIN	G LOTS (	CONT.)		
Dockweiler Imperial	6 a.m 10 p.m.	16	1	7	112
	10 a.m 6 p.m. Weekends	8	1	2	16
	10 a.m 6 p.m. Sundays (As Needed)	8	1	1	8
Dockweiler RV Park	6 a.m 10 p.m.	16	11	7	112
	9 a.m 10 p.m.	13	1	7	91
	2 p.m 5 p.m.	3	11	7	21
Dockweiler Bluff	As Needed				
Grand Avenue	9 a.m 5 p.m. Weekends	8	1	2	16
Torrance	7 a.m 6 p.m. Weekends	11	1	2	22
White Point/ Royal Palms	6 a.m 8 p.m.	14	1	7	98
	11 a.m 5 p.m. Weekends (As Needed)	6	1	2	12
*	MARINA DEL RE	Y PARKIN	G LOTS		
#1 (Parcel W - Fisherman's Village)	9 a.m 1 a.m.	16	.1	7	112
	5 p.m 1 a.m.	8	1	7	56
	11 a.m 5 p.m. Friday - Sunday	6	, i 1	3	18
Parcel W Overflow	As Needed				
#2 (Parcel 49R - Launch Ramp)	5 a.m 3 p.m. Friday - Sunday	10	1	3	30
#3 (Parcel A - North Jetty)	Not Applicable				ļ <del> </del>
#4 (Parcel 49M)	As Needed				
#5 (Parcel U)	As Needed				
#7 (Parcel Q)	As Needed			<u>                                     </u>	
#8 (Parcel QT)	As Needed				· · · · · · · · · · · · · · · · · · ·
#9 (Parcel N)	As Needed			1	
#10 (Parcel I)	9 a.m 6 p.m. Weekends	9	1	2	18
#11(Parcel GR)	As Needed				
#12 (Parcel FF)	As Needed			,	
#13 (Parcel 3S)	As Needed				
Chace Park (CP)	As Needed				

# PARKING LOT STANDARD STAFFING LEVELS SUMMER SCHEDULE

(Summer begins on the Saturday before Memorial Day and ends on the last Sunday of September.)

Location	Staffing Hours	Hours/ Day	Number of Supervisors	Days/ Week	Total Weekly Hours
	MANAG	EMENT			
SUPERVISORS					
Southern Area (White's Point, Torrance, Grand, Dockweiler Bluff, Dockweiler	5 a.m 6 p.m.	- 13	1	7	91
Imperial, 62 <sup>nd</sup> Avenue, Fisherman's Village, County Lot, Overflow, Lots #2, #4, #5, #7, #8)	9 a.m 11 p.m.	14	1	7	98
Central (Lots #9, #10, #11, #12, #13, North Jetty,	5 a.m 8 p.m.	15	1	7	105
Washington, Venice, Rose, Will Rogers 1)	12 a.m 1 a.m.	13	1	7	91
Northern (Will Rogers 3, Will Rogers 5, Topanga,	4 a.m 6 p.m.	14	1	7	98
Surfrider, Point Dume, Zuma, Nicholas Canyon)	8 a.m 9 p.m.	13	1	7	91
CONTRACTOR REPRESENTATIVE (CR)			Number of CRs		
	7 a.m 6 p.m.	11	1	7	77

	TOTAL SUMMER WEEK	LY HOURS	
	SUMMER WEEKLY HOURS	NUMBER OF SUMMER WEEKS	TOTAL ANNUAL SUMMER HOURS
ATTENDANT	1,839	18	33,102
SUPERVISOR	574	18	10,332
CONTRACTOR REPRESENTATIVE	77	18	1,386

# PARKING LOT STANDARD STAFFING LEVELS WINTER SCHEDULE

(Winter begins the Monday after the last Sunday of September and ends Friday before Memorial Day.)

Parking Lot Location	Staffing Hours	Hours/ Day	Number of Attendants	Days/ Week	Total Weekly Hours
Nicholas Canyon	As Needed				
Zuma Beach	8 a.m 4 p.m.	8	11	7	56
	11 a.m 4 p.m. Weekends	5	1	2	10
Point Dume	8 a.m 4 p.m. Weekends	8	1	2	16
Surfrider	8 a.m 4 p.m. Weekends	8	1	2	16
Topanga	As Needed				
Will Rogers 5	As Needed	- <del> </del>		·	·
Will Rogers 3	6 a.m 5 p.m. Weekdays	11	1	5	55
	6 a.m 5 p.m. Weekends	11	1	2	22
	11 a.m 5 p.m. Weekends	6	1	2	12
Will Rogers 1	As Needed				
Rose Avenue	6 a.m 5 p.m. Weekdays	11	1	5	55
	6 a.m 7 p.m. Weekends	13	1	2	26
	11 a.m 5 p.m. Weekends	6	1	2	12
Venice Blvd.	6 a.m 5 p.m. Weekdays	11	1	5	55
	6 a.m 7 p.m. Weekends	13	1	2	26
	11 a.m 5 p.m. Weekends	6	1	2	12
Washington Street	6 a.m 10 p.m.	16	11	7	112
4	11 a.m 5 p.m. Weekends	6	1	2	12
62 <sup>nd</sup> Street	As Needed				
Dockweiler Imperial	6 a.m 10 p.m.	16	11	7	112
	11 a.m 5 p.m. Weekends	6	1	2	12
Dockweiler RV Park	6 a.m 10 p.m.	16	11	7	112
	9 a.m 5 p.m.	8	1 1	7	56
Dockweiler Bluff	As Needed				<del>  </del>
Grand Avenue	As Needed			1	<u> </u>

# PARKING LOT STANDARD STAFFING LEVELS WINTER SCHEDULE

(Winter begins the Monday after the last Sunday of September and ends Friday before Memorial Day.)

Parking Lot Location	Staffing Hours	Hours/ Day	Number of Attendants	Days/ Week	Total Weekly Hours
	BEACH PARKING	LOTS (CO	ONT.)		
Torrance	8 a.m 4 p.m. Weekends	8	1.	2	16
White Point/Royal Palms	8 a.m 4 p.m. Weekends	8	1	2	16
	MARINA DEL REY	PARKING	LOTS		
#1 (Parcal W. Fisherman's		<u> </u>	1		
#1 (Parcel W - Fisherman's Village)	9 a.m 1 a.m.	16	1	7	112
	5 p.m 1 a.m. Friday - Sunday	8	1	. 3	24
	11 a.m 5 p.m. Saturday & Sunday	6	1	2	12
Parcel W Overflow	As Needed				
#2 (Parcel 49R - Launch Ramp)	5 a.m 2 p.m. Weekends	9	1	2	18
#3 (Parcel A - North Jetty) (meters)	Not Applicable				
#4 (Parcel 49M)	As Needed				
#5 (Parcel U)	As Needed				
#7 (Parcel Q)	As Needed				
#8 (Parcel QT)	As Needed				
#9 (Parcel N)	As Needed			•	
#10 (Parcel I)	As Needed				
#11 (Parcel GR)	As Needed				
#12 (Parcel FF)	As Needed				
#13 (Parcel 3S)	As Needed				
Chace Park (CP)	As Needed				
	MANAGE	MENT			1
SUPERVISORS			Supervisors		
Southern Area (White's Point, Torrance, Grand, Dockweiler Bluff, Dockweiler Imperial, 62 <sup>nd</sup> Avenue, Fisherman's Village,	5 a.m 11 p.m.	18	1	7	126
County Lot, Overflow, Lots #2, #4, #5, #7, #8) Central (Lots #9, #10, #11,					
#12, #13, North Jetty, Washington, Venice, Rose, Will Rogers 1)	5 a.m 1 a.m.	20	1	7	140

# PARKING LOT STANDARD STAFFING LEVELS WINTER SCHEDULE

(Winter begins the Monday after the last Sunday of September and ends Friday before Memorial Day.)

Location	Staffing Hours	Hours/ Day	Number of Supervisors	Days/ Week	Total Weekly Hours
Northern (Will Rogers 3, Will Rogers 5, Topanga, Surfrider, Point Dume, Zuma, Nicholas Canyon)	5 a.m 6 p.m.	13	1	7	91
CONTRACTOR REPRESENTATIVE (CR)			Number of CRs		
	7 a.m 6 p.m.	11	1	7	77

	TOTAL WINTER WEEKLY HOURS											
	WINTER WEEKLY HOURS	NUMBER OF WINTER WEEKS	TOTAL ANNUAL WINTER HOURS									
ATTENDANT	987	34	33,558									
SUPERVISOR	357	34	12,138									
CONTRACTOR REPRESENTATIVE	77	34	2,618									

	AGGREGATE HOL	JRS	
	SUMMER	WINTER	ANNUAL HOURS
ATTENDANT	33,102	33,558	66,660
SUPERVISOR	10,332	12,138	22,470
CONTRACTOR REPRESENTATIVE	1,386	2,618	4,004

Note: The Contractor will be required to provide the Standard Staffing Levels over the term of the Contract unless they are varied with the prior approval of the Director. The Department anticipates that modifications, both upward and downward, to the staffing levels set forth in this Exhibit may occur frequently during the life of the Contract.

## PERFORMANCE REQUIREMENTS SUMMARY

## Key to Performance Requirements Summary:

- Column 1: Contract section reference;
- Column 2: Contract service for which performance standard is provided;
- Column 3: Description of the performance required to satisfy the Contract;
- Column 4: How the Contractor's performance may be monitored by the CA;
- Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and
- Column 6: The amount of liquidated damages that may be assessed per Deficiency Report unless a per hour, per day or other measure of damages is specified.

1 CONTRACT	2 CONTRACT SERVICE	3 PERFORMANCE STANDARD	4 METHOD OF MONITORING	5 DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES	6 LIQUIDATED DAMAGES	
SECTION 1.4.6	Monthly invoice	Submit two copies of invoice and required reports by the 15th of the month.	Review of invoices and reports	Contractor fails to submit by the 15 <sup>th</sup> of the month	\$50 per day	
1.6, 2.9.9	Performance Security	Performance security and required insurance coverages are not allowed to lapse.	Review of records	Contractor fails to maintain security and insurance.	\$500 per day	
2.1.3, 2.1.4	Serve additional parking lots	Contractor services additional parking lots and staffs special events upon reasonable notice.	Observation	Any failure to perform additional work on reasonable notice.	erform additional \$100 per day able notice.	
2.1.6.1, 2.1.6.2	and special events  Maintain offices	Contractor maintains offices and is available during specified hours.	Observation and reports	Contractor fails to maintain office, office hours or telephone service.	\$50 per day	
2.1.6.3, 2.9.8	Communications	Calls of County agents, employees and contractors are returned	Observation	Contractor fails to return a call by next business day.	\$50	
2.1.9	Limited vehicle access	Vehicles are not driven on the bike path except as authorized.	Observation	Contractor allows its vehicle to be driven on beach sand or bike path without authorization or at an unauthorized time.	\$50	
2.2.1.1, 2.2.3,	Minimum hours	Shall not provide less hours of staff coverage than required by the Contract.	Observation, review of parking lot logs, review of payroll	The Contractor fails to provide minimum staff hours as prescribed by the Contract and staffing schedule.	Per Note 1	

1 CONTRACT SECTION	2 CONTRACT SERVICE	3 PERFORMANCE STANDARD	4 METHOD OF MONITORING	5 DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES	6 LIQUIDATED DAMAGES
2.2.1.1, 2.2.3.1	Minimum staffing	Shall not provide less staff than required by the Contract.	Observation, review of parking lot logs, review of payroll	Contractor fails to provide staff for any parking lot during scheduled hours.	
				Parking attendants     Supervisors—per hour	Per Note 1 \$100
2.2.1.2, 2.2.1.7, 2.2.1.8	Background checks	Shall investigate and certify employees' physical and emotional conditions, criminal, credit and driving records.	Reports, review of records	Contractor fails to investigate or uses ineligible employees.	\$500
2.2.1.4, 2.2.1.5, 2.2.1.11	Contractor's employees observe personal conduct rules and safety precautions	Employees do not bring visitors, weapons, contraband, alcohol, or drugs into the facility; are not under the influence of drugs or alcohol; operate parking lots in a safe and secure manner, use reasonable care to avoid injury. Where a personal injury or property damage results from employee's conduct, the Contractor and employee may be liable for actual damages.	Observation, reports, complaints, inspections	Employees bring visitors or improper materials onto facility, report to work while under influence of drugs or alcohol, fail to operate the parking lots in a safe and secure manner or display lack of reasonable care.	\$100
2.2.1.6	Contractor's employees' conduct	Contractors' employees are courteous, businesslike and not physically or verbally abusive.	Observation, reports and complaints	Employees treat the public or County employees discourteously, unprofessionally or abusively.	\$50
2.2.2	Provides representative	Contractor's Representative or substitute is available during parking lot operating hours.	Observation, reports and complaints	Contractor fails to assign or make CR available.	\$50 per day
2.2.3	Provides supervisors	Contractor provides supervisors.	Observation	Supervisor can't be contacted during work shift.	\$50 per day
2.2.4.1	Parking attendants communicate effectively	Parking attendants are capable of communicating in English with County staff and the public.	Observation	Employee not capable of being understood through use of English.	\$50
2.2.4.2	Parking attendants maintain acceptable driving records	All parking attendants have and maintain driving records that do not include 3 or more moving violations and accidents in last 2 years and do not include more than one DUI in last 7 years.	Inspection; DMV records	Contractor allows parking attendant with unacceptable driving record to work.	\$100
2.2.6	CA approves key staff changes	Contractor obtains CA approval before changing CR.	Observation	Contractor replaces CR without prior approval.	\$200

1 CONTRACT SECTION	2 CONTRACT SERVICE	3 PERFORMANCE STANDARD	4 METHOD OF MONITORING	5 DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES	6 LIQUIDATED DAMAGES
2.4.2	Maintain work schedule	Contractor maintains work schedule for parking lots that specifies employees and their hours and submits the schedule to CA for approval one week before the first of each month.	Review of records	Contractor fails to submit schedule by required time; makes significant changes without CA notice and approval; or uses unlisted employees	\$50 per day
2.4.3	Issue operating notices and procedures	Contractor is to issue appropriate operating notices and procedures consistent with the Contract and approval by CA.	Review of records	Contractor fails to document procedures adequately.	\$100 per day
2.4.4	Reserve film company parking	Reserve all film company parking authorized by the County.	Observation; review of records	Contractor fails to reserve parking when notified by CA.	\$100 per day
2.4.5	Locking and unlocking gates	Lock and unlock gates at correct opening and closing times at specified parking lots.	Observation	Contractor fails to open or close on time.	Per Note 1
2.5.1	Collect parking fees	Collect fees in accordance with the fee schedule and observe modifications to schedule.	Review of records; observation	Contractor fails to collect proper fee; over- or undercharging.	\$50 per incident
2.5.4	Method of payment	Collect all fees in cash except where other payment is authorized.	Review of records; observation	Contractor accepts unauthorized type of payment or refuses authorized type of payment.	\$50 per incident
2.5.5	Empty parking meters and other devices	Contractor empties parking meters and other collection devices not less than three times weekly on Monday, Wednesday and Friday and when collections exceed \$100.	Review of records; observation	Contractor fails to make a timely collection.	\$100 per parking lot per day
2.5.6	Monthly parking fees	Bill and collect monthly parking fees.	Review of records	Contractor fails to bill, collect or adequately account for fees.	Per Note 2
2.5.7	Deposit collections	Deposit collections not later than next business day as directed, and deliver duplicate of deposit receipt to department's financial office.	Review of records	Contractor fails to deposit any or all collections on time.	\$1000 per day
				Contractor fails to deliver deposit receipts on time.	\$100 per day
2.5.9, 2.9.3	Accounting and cash control procedures; quality control	Establish and maintain written accounting procedures. Review and submit for approval to CA annually. Perform quarterly cash counts for each parking lot.	Review of records	Contractor fails to provide and train employees on procedures.	\$100
				Contractor fails to document procedures.	\$100

1 CONTRACT SECTION	2 CONTRACT SERVICE	3 PERFORMANCE STANDARD	4 METHOD OF MONITORING	5 DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES	6 LIQUIDATED DAMAGES
2.5.9, 2.9.3 (continued)				Any incident of employee failure to observe procedures. (Actual damages, not liquidated damages, applies where a loss occurs as a result.)	\$50
2.5.10	Use of parking tickets	Issue prenumbered, sequential, one-part tickets and place on dashboard; control tickets as specified.	Review of records; observation	Contractor fails to use correct ticket format; Contractor fails to issue any ticket; Contractor fails to control tickets as specified.	\$100 per incident
2.5.12	Use cash canisters	Use cash canisters where available; only supervisor may unlock.	Observation	Contractor fails to use available canister; Contractor fails to control keys.	\$100 per incident
2.5.13	Secure counting area	Use a secure off-site structure to count collections.	Observation	Contractor fails to use a secure building; Contractor fails to count off-site.	\$500 per day
2.5.14	Use procedures recommended by CPA	Use procedures recommended by CPA as directed by CA.	Observation	Contractor fails to use recommended procedures.	\$50
2.5.15	Control change funds, keys and canisters	Control and record issuance of change funds, keys and canisters. Attendants are to return change and keys.	Review of records; observation	Contractor has an absence of control or fails to keep accurate records.	\$50 per incident
2.6.4	Maintain equipment and fixtures as specified	Perform preventive maintenance and cleaning of parking lot equipment, fixtures and structures to keep them in operable and satisfactory condition; make specified repairs.	Observation	Contractor fails to maintain or keep dean.	\$50 per day
2.6.5	Maintenance and security	Perform specified tasks and give required notification to CA.	Observation	Contractor fails to report maintenance need or to perform required task.	\$50
2.6.6	Report meter malfunction	Report malfunctioning parking meter to CA.	Observation	Contractor fails to report.	\$50 per meter
2.6.7, 2.6.8	CA approval for installation of devices and modifications	No alteration of signs, materials and devices occurs without written permission of CA.	Observation	Contractor fails to correct unauthorized alteration.	\$100 per day
2.6.9	Furnish safety equipment	Furnish and maintain safety equipment in each parking lot.	Observation	Contractor fails to maintain specified equipment and fire extinguishers.	\$50 per parking lot

1 CONTRACT SECTION	2 CONTRACT SERVICE	3 PERFORMANCE STANDARD	4 METHOD OF MONITORING	5 DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES	6 LIQUIDATED DAMAGES
2.6.11	Remove contractor-installed items at contract end	Remove signs, materials and devices furnished by contractor within 10 days after expiration or termination of contract. unless accepted by County.	Observation	Contractor fails to remove.	\$100 per day per lot
2.6.12	Uniforms	Furnish uniforms to all employees performing parking services.	Observation	Contractor fails to have employee wear a uniform or uniform is damaged or dirty.	\$50
2.6.13	Identification badge	Furnish photo identification badge to each employee.	Observation	Contractor fails to ensure employees wear a badge while on duty on County property.	\$50
2.6.14	Post signs	Permanent signs to be furnished stating fees and Contractor's name and phone number. Signs are to be approved by CA.	Observation	Signs are absent, omit information, or lack Department approval.	\$50 per sign
2.6.15	Telephones	Contractor must maintain phones or wireless communication to parking lots.	Observation	Contractor or CA is unable to communicate with any staffed parking lot.	\$20 per lot
2.8	Retain unsold parking tickets; keep logs as required; prepare reports as required; submit deposit summaries and revenue reports as required	Prepare and submit timely and complete reports and retain records as required.	Review of records	Contractor fails to prepare or submit reports, logs, deposit slips and parking tickets; or documents are untimely or inaccurate; or documents are not produced for inspection at required times.	\$100 per document per day to a maximum of \$1000 per document
2.8.1	Maintain records and logs for inspection	Keep records and logs for inspection and copying by CA and County staff as required by contract.	Observation	Contractor fails to produce records when required.	\$100 per record per day; maximum of \$1000 per record
2.8.15	Independent audit reports	Contractor must provide CPA audits at specified times.	Review of records	Contractor fails to provide timely annual procedural audit.	\$50 per day late
				Contractor fails to provide timely quarterly financial audit.	\$50 per day late
2.9.2	Meet deadlines set by CA	Contractor must meet deadlines set by CA.	Observation	Contractor fails to meet deadline.	\$50 per day late

1 CONTRACT SECTION	2 CONTRACT SERVICE	3 PERFORMANCE STANDARD	4 METHOD OF MONITORING	5 DEFICIENCY SUBJECT TO LIQUIDATED DAMAGES	6 LIQUIDATED DAMAGES
2.9.5	Contractor's employees appear on time for meetings	Contractor's employees must appear on time for meetings.	Observation	Contractor's employees are repeatedly late or fail to appear on reasonable notice.	\$50
2.9.7	Report hourly services accurately	Contractor must report hourly services accurately.	Review of records; observation	Contractor fails to accurately report time when providing hourly services.	\$50 per incident
2.11	Quality control plan	Contractor must maintain quality control plan, including inspection system, deficiency prevention, inspection file, strike staffing plan and surprise cash counts.	Review of records; observation	Contractor fails to maintain all required elements of plan.	\$50 per day
2.12	Inspections	Contractor must make daily inspection of Parking Lots.	Review of records; observation	Contractor fails to make any daily inspection.	\$100 per day
3.32.3	Late or incomplete living wage certified monitoring reports	Contractor must submit certified monitoring reports.	Review of records	Contractor fails to submit report, or report is untimely or incomplete.	\$100 per report per day
3.32.7.2	Payment of less than required living wage	Contractor must pay at least applicable hourly living wage rate as specified in contract.	Review of records	Contractor makes any underpayment.	\$50 per day per employee
12.6.1.5	Prepare registration receipt	Contractor must record specified information on registration receipt.	Review of records	Contractor omits information.	Incomplete receipt \$20; maximum \$200 per day
12.6.7	Enforce rules	Contractor must enforce RV park rules; stay limit is 21 days; no excessive noise; no unauthorized fires; no public consumption of alcohol, etc.	Inspection; review of records; complaints	Contractor fails to enforce any rule.	\$50 per incident
12.8.2	Receipt information	All receipts must contain specified information.	Review of records	Contractor omits information.	Incomplete receipt \$20; maximum \$500 per day
12.8.1, 12.8.3	Issue receipts and registration forms	Each payment, change, cancellation and registration transaction must be recorded.	Review of records	Contractor fails to issue receipt or registration form.	\$50 per incident
12.9	Issue daily confirmation reports, weekly sales reports and weekly sales summaries	Contractor must issue timely reports.	Review of records	Contractor fails to submit daily report or fails to submit weekly report by Monday.	\$50 per day

Note 1: An amount equal to the highest average daily gross revenue recorded for the affected parking lots during the same months in the preceding three County fiscal years, divided by the number of hours during which the affected lots must be staffed, multiplied by the number of hours the discrepancy lasted as stated in the Discrepancy Report (DR).

Note 2: An amount equal to the average monthly revenue for the same month during the preceding 36-month period.

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

## PAYROLL STATEMENT OF COMPLIANCE

ending the day of Month and Yar)  all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made either directly indirectly to or on behalf of (Company Name)  from the full weekly wages earned by any person and that no deductions have been made either directly directly from the full wages earned by any person, other than permissible deductions as defined Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, arriended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:  That any payrolis otherwise under this contract required to be submitted for the above period are correct complete; that the wage rates for employees contained therein are not less than the applicable County Los Angeles Living Wage rates contained in the contract.  That:  A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAI  In addition to the basic hourly wage rates paid to each employee listed in the above referen payroll, payments of health benefits as required in the contract have been or will be paid appropriate programs for the benefit of such employees.  B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH  Each employee listed in the above referenced payroll has been paid, as indicated on the pay an arrount not less than the applicable amount of the required County of Los Angeles Li Wage hourly rate as listed in the contract.  Nave reviewed the Information in this report and as company owner or authorized agent for this company, I sign unalty of perjury certifying that all information herein is complete and correct.  Owner or Company Representative Signature:  Owner or Company Representative Signature:  Owner or Company Representative Signature:  Owner or Company Representative Signature:  Owner or Company Representative Signature:		·····	(Name of O	wner or Co	ompany Representa	tivel			(	(Title)		_
On the	hereby	state	<b>);</b> .						,			
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that during the payroll period commencing on the day of da							on th	e				
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# TIAING MAGE OBDINANCE

#### MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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#### **COUNTY OF LOS ANGELES**

# NOTICE TO EMPLOYEES COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service for the County under this contract, you must be paid a "living wage."

#### THESE ARE YOUR RIGHTS...

#### Living Wage

If you are a full time employee, you must be paid not less than the living wage rate of \$8.32 per hour plus at least \$1.14 per hour for health benefits OR \$9.46 per hour without health benefits.

#### Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

#### Worker Retention

If the County of Los Angeles terminates its contract with your current employer and reassigns the contract to another contractor, you may be eligible to continue working as an employee of the new contractor for a period not less than 90-days following the contract reassignment.

#### Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Eamed Income Tax Credit and receive up to \$3,756 a year if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 929-1040.

You may Report Living Wage Violations to:	
	County Department Administering this Contract
<del></del> -	County Department Phone Number

OR

Office of Affirmative Action Compliance Living Wage Hotline (888) 550-WAGE (888) 550-9243

(NOTICE TO EMPLOYEES.DOC)

# NOTICE TO ALL EMPLOYEES

# **Working on County Contracts**

The Board of Supervisors established the Living Wage Ordinance (Los Angeles County Code Chapter 2.201) and other information that may be of assistance to you.

### **Living Wage**

If you are a full-time employee, you must be paid not less than the living wage rate of \$8.32 per hour plus at least \$1.14 per hour for health benefits.

Or

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#### **Worker Retention**

If the County of Los Angeles terminates its contract with your current employer and reassigns this contract to another contractor, you may be eligible to continue working as an employee of the new contractor for a period not less than 90-days following the contract reassignment.

#### Employees that qualify are:

- 1. Employees who are full-time workers.
- 2. Employees who are not exempt under the minimum wage and maximum hour exemptions.
- 3. Employees who have been employed under the predecessor's contract for six months prior to the termination of the predecessor's contract.

#### Complaints of Violation

Complaints and violations of the Living Wage Program can be reported by calling the Living Wage HOTLINE at:

888 550-WAGE

Or

888 550-9243

#### Los Angeles County Code Chapter 2.201 LIVING WAGE PROGRAM

#### 2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. Ord. 99-0048 § 1 (part), 1999.

#### 2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
- 1. An individual or entity who has a contract with the county:
- a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract." or
- b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in

subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. Ord. 99-0048 § 1 (part), 1999.

#### 2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. Ord. 99-0048 § 1 (part), 1999.

\*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

#### 2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Ord. 99-0048 § 1 (part), 1999.

#### 2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative : compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of

business stability, integrity in employee relations, and the financial ability to pay a living wage. Ord. 99-0048 § 1 (part), 1999.

# 2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. Ord. 99-0048 § 1 (part), 1999.

#### 2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
- 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
- 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
- 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
- 1. Has been convicted of a crime related to the job or his or her job performance; or
- 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of

employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. Ord. 99-0048 § 1 (part), 1999.

#### 2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
- 1. Assess liquidated damages as provided in the contract; and/or
- 2. Recommend to the board of supervisors the termination of the contract; and/or
- 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. Ord. 99-0048 § 1 (part), 1999.

#### 2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
- 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

- 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
- 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
- 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.

#### 2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Ord. 99-0048 § 1 (part), 1999.

### **CONTRACT DISCREPANCY REPORT**

	Location:	
1. USER COMPLAINT (to be complete	ed by County personnel)	
Today's Date:	Contractor:	<u> </u>
Employee Name:		
Date of Unacceptable Performance: _		
Time of Discrepancy:	·	
Description of Unacceptable Performa	ince:	
Signed:		Date:
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2. CONTRACTOR RESPONSE (to be Date received from County:Explanation for Unacceptable Perform*	e completed by Contractor's Representative	e)

## LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS SCOPE OF WORK FOR RECREATIONAL VEHICLE PARK MANAGEMENT

### 12.1 INTRODUCTION

- 12.1.1 Dockweiler State Beach is operated by the County of Los Angeles under a secondary operating agreement with the City of Los Angeles. The Recreational Vehicle Park (RV Park) is currently managed by the Department's parking contractor, and is located at 12001 Vista del Mar, Playa del Rey. The RV Park contains 117 RV spaces, all of which are equipped with water, electrical and sewage hookups. RV Park amenities include 3.7 miles of ocean frontage and bicycle path, 225 acres of public beach, indoor restrooms and showers, paved parking for over 1,200 vehicles and a security patrol from 10:00 p.m. to 6:00 a.m. Campers may stay at the RV Park for up to 60 days during the year under the County's current operating policies. Such policies are subject to change at any time in the sole discretion of the County.
- 12.1.2 The County may place the RV Park under separate management with a specialized RV park manager. Until the County in its sole discretion withdraws the RV Park from the Contractor's management, the Contractor shall continue to manage it on the terms and conditions set forth in the Contract and this Scope of Work. In the event of withdrawal of the RV Park from the Contractor's management, the Contractor's compensation will be reduced in accordance with Section 1.4.4 of the Contract.
- **12.1.3** The County will close the RV Park for a period of one month, annually in order to perform major maintenance, repairs, restriping, etc.
- 12.2 CONTRACT TERMS AND CONDITIONS APPLY UNLESS EXCLUDED. The Contractor's duties with respect to the RV Park shall be governed by all of the provisions of the Contract between the Contractor and the County, except as expressly stated in the Contract and in this Scope of Work.
- **12.3 COMPENSATION.** Except for reservation fees, as noted in Section 12.7.3, the Contractor's compensation for managing the RV Park is governed exclusively by the Contract, not this Scope of Work.

- 12.4 DOCKWEILER RV PARK EQUIPMENT. The following equipment is provided by the County and shall be maintained as provided in the Contract:
  - 2 Gate Arms
  - 1 Code Box
  - 1 Exit Spike Unit
  - 1 Warning Sign/Light
  - 3 desks
  - 3 Phones
  - 2 Answering Machines
  - 2 Computers with software
- 12.5 STAFFING. The RV Park shall be staffed in accordance with the Standard Staffing Level (Exhibit 4), subject to modifications by the Director or his representative.
- 12.6 ATTENDANT'S DUTIES. The attendant shall perform the following duties:

### 12.6.1 Registration

- 12.6.1.1 Assign RV sites to guests for which payment has been made.
- 12.6.1.2 Admit only those guests who will be staying in a self-contained vehicle that carries the RV Industries' approval medallion with registry number and manufacturer's date and is no longer than 37 feet. There will be no exceptions to these requirements. If there is a question about a vehicle, contact the CA.
- 12.6.1.3 Collect the parking fee by requiring payment in cash, personal check, travelers' check or credit card.
- 12.6.1.5 Give each guest a copy of registration receipt (Exhibit 17) and the current rules and regulations for Dockweiler RV Park.
- 12.6.1.6 Assure that each guest signs the registration sheet which includes a statement that the guest read and agrees to follow the RV Park Rules and Regulations.

12.6.1.7 Admit new guests for check-in only during regular hours (6 a.m. to 10 p.m.) as directed by CA. No check-ins after 10:00 p.m. unless approved by the CA in advance.

12.6.1.8 Provide a hand-written quarter page occupancy receipt (Exhibit 18) with the following information written in bold black marker to be taped to the road-side window on the RV:

- · Date of arrival;
- Name
- · License plate number;
- Space assignment; and
- Additional vehicle.

12.6.1.9 Inform the guest that the ticket must be visible and legible from the roadside at all times and shown each time the vehicle enters the park.

12.6.1.10 Verbally inform guests that they must park within the confines of their space and that any vehicles parked over designated lines of their parking space will be cited. Citations will not be waived. Give the guest an RV site map and directions to the guest's RV space.

12.6.1.11 Immediately update the RV site map and the log book with the current information.

### 12.6.2 Inspections

12.6.2.1 Check the RV spaces beginning at 6:00 a.m. daily for any reserved guest who arrived after 10 p.m. the preceding day and place a notice on any unregistered RV that they must register and pay by 9:00 a.m.

12.6.2.2 Conduct hourly inspections thereafter for available spaces and to ensure that guests are in their assigned spaces and parked properly within their space.

12.6.2.3 Check RV spaces at 12:15 p.m. daily to ensure that guests who have not paid for the current day have checked out. Request any unpaid guest to depart immediately.

12.6.2.4 Staff shall check RV spaces at 8:00 p.m. to ensure all generators are turned off.

12.6.2.5 The last check of each day shall be at 10:00 p.m. to ensure that all generators, radios are turned off and quiet.

12.6.2.6 Guests wishing to stay beyond the number of days for which they have paid shall be accommodated, subject to payment and availability of RV spaces and the regulations prescribing the total number of consecutive days a guest may stay.

### 12.6.3 Assistance.

The RV Parkstaff shall be available from 6:00 a.m. to 10:00 p.m. daily to answer questions and give directions.

### 12.6.4 Checkout

12.6.4.1 Check RV site for cleanliness and damage.

12.6.4.2 Remove guest's name from the RV site map.

### 12.6.5 Refunds

The RV Park may request refunds on account of cancelled reservations and for other reasons approved by the Department. When an emergency arises that causes a guest to leave before the end of the period for which payment was made. Refunds will be made only when the guest's written request is accompanied with a copy of the ticket or reservation request.

Customers' requests for refunds shall be transmitted to the Department promptly via the CA. A refund request form will be provided by the County. This form must accompany any customer written request and given to CA for processing and The Department's Head of signature. Financial Services will issue the refund upon receipt from the Contractor of information identifying the transaction to be refunded by its receipt number, the name and address of the payer, the date of deposit in the County's account, the amount of the payment, the amount of a cancellation fee or other service fee owed by the payer, as approved by the Director, the net amount to be refunded and the reason for the refund. The Department will not process and shall not be responsible for requests for refunds that omit the information required by this Section. The County reserves the right to determine, in its sole discretion, whether a refund should be issued.

#### 12.6.5 Emergencies

12.6.6.1 In the event of an

emergency requiring evacuation of the RV Park, contact the CA to plan the evacuation.

12.6.6.2 Request such assistance as may be required from law enforcement or other officials of the County and City of Los Angeles.

12.6.6.3 Direct the guests to leave the RV Park as instructed by the officials or the CA.

12.6.6.4 Post notice of evacuation on all unoccupied vehicles.

12.6.7 Rule Enforcement. The RV Park Assistant and all other Contractor's employees shall enforce the Dockweiler RV Park Rules and Regulations set forth in this Section. The RV Park staff shall terminate the occupancy of any guest who fails to obey the Rules and Regulations and reasonable requests of the RV Park Manager or other Contractor employees. Prior to terminating such occupancy, the Contractor's Representative and the CA shall confer regarding the matter. In having any guest removed, the Contractor shall take only appropriate legal actions.

## DOCKWEILER RV PARK RULES AND REGULATIONS

The Director of the Department of Beaches and Harbors has established Rules and Regulations to protect Dockweiler RV Park for the enjoyment, convenience and health and safety of guests. The rules should be observed in the spirit of consideration for others. Campers/guests who fail to obey the Rules and Regulations and their vehicles may be removed from the RV Park on 72 hours notice. (Pursuant to California Civil Code Section 799.20, et seq.)

- 1. Length of stay rules is 21 total days at one time, 30-day turnaround period and maximum of 60 days per calendar year.
- Check-in 1:00 p.m./check out 12:00
  Noon. Visitors must vacate the RV
  Park by removing all RV's, camping
  vehicles, trailers, passenger
  vehicles and personal property
  before Noon on the ending date of
  the permit.
- All rentals and fees must be paid in advance upon registration. No specific spaces can be reserved.

- 4. All vehicles must be self-contained and carry the RV Industries approval "medallion" with registry number and manufacture's date and a valid drivers license. Vehicles must be in a condition that is safe to operate and is acceptable to County and State codes.
- 5. Departure date ticket must be seen from roadside at all times. All extra vehicles must be registered with the office.
- All RV's, camping vehicles and trailers must remain on wheels at all times. Size limit is 37 feet. NO EXCEPTIONS
- 7. Parking is allowed <u>only</u> in designated parking spaces.
- All RV's, camping vehicles and trailers must be parked head in/or head out only. No sideways parking.
- Only one tow vehicle allowed per space for RV's that are 30' and under. All other vehicles are required to park in the day use area or a designated vehicle parking space only.
- Requests for refunds must be made in writing and accompanied by a copy of the registration or reservation receipt within 15 days of departure. Office must be notified of departure date prior to leaving for any refunds.
- 11. Dumping is allowed only at the dumping station. Waste, water, sewage or effluent from sinks, portable toilets or other plumbing fixtures must be deposited at the dump station only, and may not be deposited directly on any pavement, dirt or vegetation. Leaking hoses, hose connections and sewage pipes must be repaired immediately. Do not dump hazardous waste into trash barrels!
- 12. The speed limit is 5 m.p.h. in the RV Park.
- 13. All bicycles, skateboards and roller-

- skates/blades or scooters are prohibited in Park.
- Proof of rabies inoculation and a valid license are required for all dogs. 53.24 LAMC
- 15. Pets may not be left unattended outdoors at any time. If a pet is deemed dangerous or too loud, you and the pet may be requested to leave the premises. 53.34 LAMC
- 16. All animals are prohibited on the beach. 53.55 (a) LAMC
- 17. Pets must be contained or restrained on a leash of less than 6 feet at all times. 53.06.2 LAMC
- 18. Droppings and accidental waste material from pets must be picked up immediately and removed to trash dumpster. Limit two (2) pets per site.
- 19. A maximum of eight (8) persons allowed per RV/camping site.
- 20. Quiet hours are from 9:00 p.m. to 6:00 a.m. daily. (Generators may be operated only between the hours of 8:00 a.m. and 8:00 p.m.) Please ensure that, speakers, radios, televisions, etc. or other machinery do not emit sound beyond your space. 41.57A(1) LAMC
- 21. No vehicle repairs, maintenance activities or fluid changes are permitted in Park. No washing/rinsing of vehicles in the Park.
- 22. Rope, wire, or string may not be attached to RV/camping vehicle, trees, vegetation, poles or County property at any time.
- 23. All property must be in the confines of assigned space. Parking on access road prohibited. See rule #6
- 24. No tents or other temporary shelters may be erected. All shades/awnings must have 3 open sides. 63.44I(9) LAMC
- 25. No overnight outdoor sleeping is permitted.

- 26. Live coals must not be removed from the barbecues. Let the coals extinguish themselves.
- Open fires are permitted only in fire rings on beach. No fires in the Park.
   63.44B(17) LAMC
- 28. The consumption of alcoholic beverages is prohibited on any portion of the RV Park and beach except within the living quarters of RV's.
- 29. Absolutely no firearms, fireworks, explosives, or weapons of any kind are permitted within any RV, vehicle of any kind, or on the person of any guest. **NO** exceptions. 12031(a) PC
- 30. Youths under 18 years of age must be accompanied by a parent or a guardian.
- 31. All federal, state and local laws must be obeyed while in the RV Park and on the beach.
- All signs, posted notices and directions of the RV Park manager must be obeyed. Non-compliance may result in immediate loss of parking privileges.
- 33. The County of Los Angeles and the RV Park management assume no responsibility or liability for the safety and security of campers/visitors and their personal property.

Occupants and their vehicles may be removed without a judicial hearing by law enforcement officers upon 72 hours written notice for failure to pay full amount of space rental when due or for failure to comply with written rules and regulations of the Park. Responsible law enforcement agency: Los Angeles Police Department Pacific Division, Tel. No: (310) 202-4502.

### 12.7 Reservation Sales

12.7.1 Contractor to Sell Reservations. The Contractor shall sell reservations for the RV Park by telephone, by email and U.S. mail on behalf of the County. The Contractor shall be responsible for collection of all prepaid rentals, fees, taxes and other

applicable charges by cash, check or credit card as directed by the CA. All prepaid rentals, reservation and other fees, taxes and other applicable charges collected by the Contractor, shall be deposited with and credited to the County.

- 12.7.2 Reservation System. The Contractor shall maintain and operate an electronic data system that tracks all reservations, changes, cancellations, payments and refunds with respect to the RV Park, and that stores and retrieves the data necessary to generate reports required by this Contract.
- 12.7.3 Reservation Fees. The Contractor shall be entitled to the Board approved reservation fee, currently \$7.00 per space, to cover the cost of the reservation system, including all related overhead.

The Contractor shall deposit all reservation fees with and to the credit of the County. On a monthly basis, the County will reimburse the Contractor for reservations sold.

During the term of the Contract, the County may place the reservation service under separate management with a specialized service, at which time the Contractor will no longer be entitled to the reservation fee.

- 12.7.4 Reservation Changes and Refunds. The Contractor shall make reservations, changes and request refunds in connection with any reservation sold by the Contractor.
- 12.7.5 Training. The Contractor shall train the RV Park staff and all other employees working under this Contract in use of the electronic data system.
- **12.7.6 Telephone Reservations.** The Contractor shall operate a telephone reservation service from 8 a.m. to 5 p.m. daily, Monday through Friday. The County will furnish a toll-free line for that purpose.

### 12.8 Revenue Accounting

12.8.1 Receipts. Each reservation sold, as well as each reservation change and cancellation, shall be confirmed in writing by the Contractor through the issuance of a receipt to the customer with one copy delivered to the Department on a monthly basis and one copy retained by the Contractor.

12.8.2 Registration Receipt Information. Numbered registration slips (Exhibit 17) shall be used and issued by the Contractor. The forms shall be printed with unique sequential numbers. The Contractor shall maintain at the RV Park a copy of each registration slip in such order as the CA may direct for each currently registered guest. Upon the departure of a currently registered guest, the registration slip shall be removed and kept in a file of expired slips in such order as the CA shall direct. The expired slips shall be retained until audited by the County or for not less than four years, whichever is longer.

Each receipt shall contain the following elements of information:

- a) Name, address, phone number and drivers license of person or group leader for whom reservation is made, if different from purchaser;
- b) Date of issuance;
- c) Make of vehicle;
- d) Unit length;
- e) Date in;
- f) Date out;
- g) Length of stay (number of days);
- h) Number of dogs;
- Signature line for guest to confirm he/she has received a copy of the RV Park's rules and regulations
- j) Itemized charges for camping, extra vehicle, pets, dump, upgrade, total charges, tax, and amount due.
- 12.8.3 Registration Slips. Registration slips shall be provided by the Contractor. The forms shall be printed with unique sequential numbers and shall be subject to the same controls as provided for parking tickets. The Contractor shall maintain at the RV Park a copy of each registration slip in such order as the CA may direct for each currently registered guest. Upon the departure of a currently registered guest, the

registration slip shall be removed and kept in a file of expired slips in such order as the CA shall direct. The expired slips shall be retained until audited by the County or for not less than four years, whichever is longer.

- 12.8.4 Daily Deposit The Contractor will deposit all collected funds in an account designated by the County on a daily basis.
- 12.8.5 Department Advertising. Contractor shall cooperate with the Department in advertising displays on signs, equipment, structures and uniforms and in distribution of advertising materials to RV Park users.
- **12.8.6 Complaint Log.** Contractor shall maintain a log of guest complaints.
- 12.8.7 Special Studies. Contractor shall perform special studies regarding RV Park revenue and operation as required by the Department.
- 12.8.8 Contract Reports Required. Notwith-standing the specification of reports in Section 2.5 below, the Contractor shall include all pertinent information regarding the RV Park in the reports specified in the Contract.

### 12.9 MANAGEMENT INFORMATION

- 12.9.1 Daily Confirmation Report. The Contractor shall confirm and maintain each reservation, change or cancellation in a daily report.
- 12.9.2 Weekly Financial Transactions Report. The Contractor shall prepare and send to the CA and to the Department's Head of Financial Services a weekly report

of transactions containing the following information:

- Each reservation transaction, including all data elements from the receipts issued:
- Each change transaction, including all data elements from the receipts issued;
- Each bank remittance received on account of credit card receipts previously presented with corresponding names, dates, amounts and receipt numbers;
- Department and the dates deposited;
- Amount of credit card receipts presented for payment and the dates presented; and
- Reconciliation of the above items with the total of deposits made during the same week.
- 12.9.3 Weekly Financial Transactions Summary. The Contractor shall prepare and send to the CA and the Department's Head of Financial Services a summary of transactions during the prior week containing:
- Number of reservations sold and their total dollar value;
- Number of cash transactions and their total dollar value; and
- Number of charge transactions and their total dollar value.

## PARKING LOT EQUIPMENT PROVIDED BY THE COUNTY

BEACH PARKING LOTS

LOCATION	KIOSK	VEHICLE COUNTER LOOP DETECTOR	FEE SIGNS	EXIT SPIKES/ WARNING SIGN/LIGHT	CASH CANISTERS	GATE SWING	PAY MACHINE	GATE ARM	PARKING METERS/ CARD READERS
White's Point/Royal Palms	1	1/1	. 1	2/2	1	2	2	0	17/0
Torrance	1	1/1	1	1/2	1	3	4	00	0
Grand Avenue	1	1/1	1	0	11	1	2	0	3
Bluff	1	1/1	1	1/2	0	1	4	0-	3
Dockweiler	1	2/1	1	6/4	3	2	0	0	0
62nd Street	0	0:.	1	2/2	0	0	2	0 .	0
Washington	1	1/1	1	1/2	1	1	11	1.	0
Venice	1	1/1	1	1/2	1	1	1	1	1/1
Rose Avenue	1 .	1/1.	1	1/2	1	11	11	1	0
Will Rogers 1	. 1	1/1	1	1/2	1	11	2	0	. 0
Will Rogers 2/3	1	2/1	1	2/4	2	11	2	2	3/1
Will Rogers 5	1	1/1	1	1 /2	. 1	11	1	0	0
Topanga	0	0	1	1/2	1	11	2	0	0
Surfrider	1	1/1	1	0	1	0	2	0	0
Point Dume	1	1/1	1	1/2	1	1	4	0	0
Zuma	1	4	5	1/2	4	4	2	4	3/1
Nicholas Canyon	0	0	1	1/2	0	2	2	0	0
TOTAL	<del> </del>	19/8	21	23/34	20	19	34	9	30/3

### PARKING LOT EQUIPMENT PROVIDED BY THE COUNTY

MARINA DEL REY PARKING LOTS

	KIOSK	VEHICLE COUNTER/ LOOP DETECTOR	FEE SIGNS	EXIT SPIKES/ WARNING SIGN/LIGHT	CASH CANISTERS	GATE ARM	PAY & DISPLAY	AUTO GATE COLLECTOR	PARKING METERS/ CARD READERS
Lot # 2		2/2	1	1/2		2	2	2	1
#4		1/1.	1	2/4		1	1	. 1	0/1
#5		1/1	1	1/2		0	2	1	0
#7		1/1	1	1/2		1	1	11	0
#8		1/1	1	1/2		1	1	11	0
#9		1/1	1	1/2		1	11	11	0
#10		1/1	1 .	1/2		1	1	1	· 0
#11		. 1/1	1	2/4		1	11	11	0
#12		1/1	1	1/2		1	1	1.	0
#13		1/1	1	2/4	•	, 1	1	11	00
Chace Park		0	0	1/2		0	0	0	30/0
TOTAL		11/11	11	14/26		10	12	- 11	31/1

Expected to be repaired or installed as of Contract effective date

This Exhibit reflects equipment in place as of May 17, 2001, and is subject to change.

# PARKING LOT EQUIPMENT PROVIDED BY THE COUNTY FISHERMAN'S VILLAGE LOT (PARKING LOT #1—PARCEL W)

No.	Model	Description
3		Bulwark Ticket Dispensers
5		Loop Detectors
2	TN-6010	Bulwark Parking Gates w/Audit Counters
1	EC-2000	SECURAKEY ENTRACOMP 2000 programmable card reader, 8000 card capacity, anti-passback, steel housing with pedestal
3	R-2	SECURAKEY Remote Reader Station with anti-passback
1	L-2	SECURAKEY Data Logger
1	P-2	SECURAKEY System Programmer
*300	SKC-05	Plastic Access Cards
2	SC5575	BIG Cashier Style Steel Attendants Booths, size 51/2' x 71/2' to comply with current handicap standards and regulations, to include slide door one side, sliding window with handicap 36" sill height, rear storage shelf, fluorescent light fixture, electric space heater and duplex electrical outlets and standard industrial grade enamel exterior and interior finish
2		Partner Fee Computers
2	VL-5400	Orbit Ticket Validators
2	TF-5800	Park-O-Matic Fee Indicator
24	SPP-60	Steel Protection Posts

<sup>300</sup> tickets distributed to Contractor.

This Exhibit reflects equipment in place as of May 26, 2005, and is subject to change.

### Department of Beaches and Harbors Parking Revenue

					M- 0-	<b>D</b> . 22	1 6.	<b>p</b>			A 45 55	A 0.4	M 04	hari od	Total for
BEACH LOTS	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr 1-15	Apr 16-30	Apr-01	May-01	Jun-01	FY 00-0
	04 565	76.062	40,005	44 620	10,832	9,240	9,845	10,094	21,214	9,435	12,005	21,440	38,321	94,974	439,12
Dockweiler Dockweiler RV	94,565	76,963 90.089	-	11,629				•	47,223	29.338	19,328	48.667	50,911	68,566	771.30
	98,643	7	70,271	75,206	60,344 742	58,734 768	54,946 1,303	47,709 1,530	2.262	1,115	1,898	3.013	3.683	12,227	56,36
Grand	13,396	10,728	5,063	1,651	. 742	64	•	•	2,202 193		334	719	1,522	2.578	14,18
Playa Del Rey	4,468	3,084	1,212	211			54	0		385		51.049	61,380	99,969	666,96
Nashington (and a second	111,073	94,603	65,253	31,569	26,058	26,182	28,024	24,725	47,086	25,559	25,490		85,467	127,994	954,96
venice	146,410	128,686	94,245	54,718	44,096	46,792	46,821	32,870	70,998	36,509	39,365	75,874	•		
Rose	63,842	55,645	35,947	21,472	20,664	22,715	20,553	18,554	33,548	17,832	19,009	36,841	39,554	55,429	424,76
lyperion	6,836	6,228	4,185	1,150	. 0	170	1,425	805	1,305	875	785	1,660	2,091	9,798	35,6
Will Rogers - 1	27,401	23,914	13,113	3,149	2,964	3,388	3,160	2,935	5,072	2,919	3,424	6,343	8,117	18,205	117,76
Vill Rogers - 3	140,144	124,246	67,698	21,185	19,320	19,171	25,673	18,597	31,050	15,553	24,406	39,959	43,662	101,231	651,9
Vill Rogers - 5	4,986	3,634	1,737	354	238	18	4	0	28	0	18	18	114	2,790	13,9
licholas Canyon	4,746	2,404	639	339	202	204	2	1,800	610	0	212	212	358	2,558	14,0
orrance	30,999	21,863	8,708	467	271	219	257	1,093	1,463	. 831	893	1,724	3,742	21,175	91,9
Vhite Point	19,648	15,496	10,936	4,646	4,584	5,399	4,303	3,375	5,623	3,431	1,975	5,406	7,849	17,643	104,9
Ľuma .	231,052	188,492	52,993	10,403	15,564	14,577	4,210	16,105	19,025	4,820	7,758	12,577	26,032	153,956	744,98
Surfrider	25,812	23,567	12,532	3,675	2,861	2,994	3,424	2,340	4,965	2,655	4,336	<b>6,991</b>	11,874	18,432	119,4
Point Dume	63,080	54,571	22,389	5,838	11,005	8,355	6,480	9,320	15,775	4,610	7,685	12,295	19,881	48,070	277,0
opanga	15,103	14,000	4,910	11,641	752	308	802	730	2,159	245	1,616	1,861	2,328	10,256	64,8
EACH TOTAL:	1,102,204	938,213	511,835	259,302	220,580	219,297	211,286	192,580	309,599	156,112	170,537	326,649	406,885	865,851	5,564,2
MARINA LOTS							•								
	25 570	24.044	47 940	40 454	40.044	40 420	40 000	0.004	44 460	4 520	7 000	11,771	16,434	19.961	190,60
isherman's Village	25,579	24,811	17,810	13,151	10,611	18,438	10,880	9,994	11,162	4,538	7,233		10,033	12,926	88.4
IDR 49R Fiji Way	11,513	9,466	6,834	5,759	5,693	5,766	3,206	2,719	6,165	4,930	3,410	8,340	2,472	6,170	38,7
IDR 49M Mindanao	6,700	4,890	3,048	4,858	1,688	1,816	1,013	1,648	1,907	890	1,693	2,583	•	•	20.5
IDR UR Admiralty	1,444	736	822	2,042	732	1,352	.978	4,270	1,002	498	1,490	1,988	2,220	2,960	
IDR Q Admiralty	1,800	1,686	1,282	. 3,356	3,580	2,874	2,116	1,550	1,628	676	1,168	1,844	1,920	1,918	25,5
IDR QT Admiralty	2,402	1,206	1,604	2,730	715	1,950	692	436	1,929	286	646	932	890	1,296	16,7
IDR N Palawan	6,210	3,165	2,392	2,778	1,040	1,744	1,364	695	3,779	749	2,549	3,298	2,070	2,127	30,6
IDR IR Admiralty	10,845	6,375	3,454	2,263	932	384	446	740	522	410	744	1,154	1,810	5,223	34,1
IDR GR Panay	35,870	34,461	32,353	28,605	11,546	12,153	11,252	9,676	11,342	742	12,556	13,298	13,890	14,380	228,8
IDR FF Marquesa	2,092	1,180	808	778	· 722	934	698	652	736	446	766	1,212	1,726	1,518	13,0
IDR 3S Via Marina	1,891	1,144	635	992	862	1,030	964	770	792	392	652	1,044	2,458	1,715	14,29
IDR VP View Park	2,727	3,358	1,865	2,427	2,144	1,560	1,859	1,829	2,499	1,050	1,237	2,287	3,169	2,992	28,7
IDR CP Chace Park	.1,325	1,331	767	1,174	1,039	639	965	722	. 979	441	634	1,076	1,461	1,462	12,93
iji Way	-	-	-	-	-	-	-		-	-	-	-	-	-	
isherman's Village O/F	-	-	-		-	-	-	-	-	-		-	-	-	
MARINA TOTAL:	1,10,399	93,809	73,673	70,913	41,303	50,640	36,433	35,701	44,442	16,048	34,779	50,827	60,552	74,647	743,3
RAND TOTAL	1 212 602	4 000 000	505 F00	220.045	204 002	000 007	047.740	220 204	254.044	470 400	205.245	277 470	467 407	040 407	6,307,6
RAND TOTAL:	1,212,602	1,032,022	585,509	330,215	261,883	269,937	247,718	228,281	354,041	172,160	205,315	377,476	467,437	940,497	0,307,6
0% Tax	57,525	49,384	38,905	15,635	14,474	14,549	14,117	13,005	23,523	11,427	13,518	24,945	31,810	69,623	367,49
RV Special Tax	3,484	3,106	2,620	2,226	1,876	1,579	1,810	1,371	1,410	805	782	1,587	1,312	1,643	24,02
otal-Taxes	61,009	52,491	41,524	17,861	16,350	16,128	15,927	14,376	24,933	12,232	14,300	26,532	33,121	71,266	391,5
ockweiler RV Park	98,643	90,089	70,271	75,206	60,344	58,734	54,946	47,709	47,223	29,338	19,328	48,667	50,911	68,566	771,30
let of Taxes &			<del></del>		·	<u>.</u>			<del></del> -						
ockweiker RV Park	1.052.950	889.442	473.714	237.147	185.189	195,075	176.846	166,197	281,884	130,590	171,687	302.277	383.405	800,665	5.144.79
	,,	,.72				,	0,0 70	.00,.07	_0,,007	.00,000	., .,,,,,,		,.50		

## Department of Beaches and Harbors Parking Revenue

				Oct 1-15	Oct 16-31									Total
	Jui-01	Aug-01	Sep-01	<del>-</del> 01	-01	Nov-01	Dec-01	Jan-02	Feb-02	Mar-02	Apr-02	May-02	Jun-02	FY 01-02
BEACH LOTS														
Dockweiler	112,120	86,521	52,358	9,505	7,450	10,105	8,090	11,963	18,696	22,925	24,820	48,173	91,228	503,953
Dockweiler RV	52,766	50,940	39,297	21,900	15,032	28,902	33,429	44,065	39,880	49,507	53,652	68,188	51,547	549,104
Grand	12,387	9,514	5,462	2,694	445	2,313	1,863	1,930	4,002	3,575	3,341	5,173	12,117	64,815
Plava Del Rev	2.943	1,787	1,576	1,215	132	817	511	550	633	797	1,012	889	2,374	15,236
Washington	116,253	106,710	72,102	18,804	14,217	24,830	23,503	35.896	52,395	59,357	53,910	70,965	101,656	750,596
Venice	141,891	131,060	78,302	26.928	22,209	37,272	36.065	50.888	59,510	83,729	74,321	86,632	121,593	950,397
Rose	71,034	63,234	40,881	11,532	10,630	19,007	20,778	28,258	33,369	42,568	38,906	50.975	66,563	497,735
Hyperion	12,143	6,708	4,763	1,251	283	2.156	853	1,502	2,529	4,488	2,229	4,148	8,745	51,799
Will Rogers - 1	21,284	17,419	12,733	2,534	636	1,670	. 1,220	3,001	4,800	4,681	4,054	8,639	14,386	97,057
Will Rogers - 3	132,030	111,049	66,814	16,545	7,027	23,525	16,779	24,523	29,026	88,658	26,411	50,353	106,821	699,560
Will Rogers - 5	4,308	•	1,777	37	7,027	23,323	10,779	24,525	25,020	752	20,411	1,487	4,428	16,37
-		3,582	-		. 0	139	673	413	560	363	1,170	1,069	3,440	16,270
Nicholas Canyon	4,636	2,350	1,440	16	-				2,171	1,705	2,299	5,520	18,678	94,895
Forrance	28,696	21,060	10,880	717	338	622	499	1,712	•	•	8,565	13,873	18,708	123,106
White Point	23,538	19,062	14,856	3,960	1,582	1,813	450	3,291	5,333	8,075	•	32,291	133,133	648,199
Zuma	197,108	162,231	58,508	6,564	3,032	4,807	4,493	6,893	7,161	8,459	23,519	-		116,610
Surfrider	23,353	21,620	13,609	4,545	1,075	2,421	3,074	4,946	3,061	3,788	7,075	9,479	18,564	
Point Dume	56,606	55,394	25,179	5,769	1,648	2,836	3,980	10,643	8,022	12,442	15,106	18,324	45,314	261,262
Topanga	12,396	10,694	7,046	585	195	744	3,040	1,951	2,766	1,691	3,517	4,501	11,594	60,721
BEACH TOTAL:	1,025,491	880,934	507,582	135,101	85,930	163,979	159,298	232,425	273,912	397,559	343,908	480,676	830,891	5,517,687
MARINA LOTS														
Fisherman's Village	19,420	17.525	15,001	5,561	5.215	7.981	15,503	11,421	11,487	13,551	14,077	15,647	17,592	169,979
MDR 49R Fiji Wav	14,050	10,758	9,297	5,712	2.327	4,533	3,636	5,001	6,521	6,902	8,532	6.677	10,852	94,798
MDR 49M Mindanao	7,668	•	•			•		782	770	1,248	1,600	1,610	6,390	46,444
	•	8,704	7,828	6,188	662	1,958	1,036		7,974	8,606	10,684	10,078	10,644	78,550
MDR UR Admiralty	3,162	4,058	2,594	2,176	1,676	4,080	5,082	7,736	-	•	2,744	4,134	6,862	28,840
MDR Q Admiralty	2,520	1,160	1,584	1,156	922	1,948	422	1,278	1,870	2,240 230	•	498	898	9,991
MDR QT Admiralty	1,010	1,145	840	356	198	310	1,530	410	198		2,368	2.062	9,949	28.898
MDR N Palawan	3,720	3,380	2,268	982	314	1,111	710	720	1,250	1,080	1,352		•	
MDR IR Admiralty	8,975	5,366	3,537	1,428	550	1,142	1,322	1,269	1,661	4,629	3,039	3,060	3,820	39,797
MDR GR Panay	36,103	33,350	2,243	54,186	432	1,246	1,204	12,973	10,152	12,208	21,212	1,572	2,984	189,865
MDR FF Marquesa	2,286	1,648	1,558	980	448	1,224	1,192	888	1,200	846	1,328	11,149	1,752	26,499
MDR 3S Via Marina	2,825	1,301	1,573	856	512	1,030	868	148	202	562	588	440	1,597	12,502
MDR VP View Park	3,235	3,388	2,525	1,170	503	2,135	1,468	1,792	2,216	2,719	2,811	1,726	2,445	28,132
MDR CP Chace Park	1,180	1,615	1,279	524	438	1,461	1,368	1,209	1,290	1,339	1,871	1,091	1,910	16,575
Fiji Way	•		, •		-	-		-	-	-		376	322.	698
Fisherman's Village O/F						-	-			-	-	-		
MARINA TOTAL:	106,154	93,398	52,127	81,275	14,196	30,159	35,341	45,626	46,791	56,160	72,206	60,120	78,018	771,570
GRAND TOTAL:	1,131,645	974,332	559,709	216,375	100,126	194,138	194,639	278,051	320,703	453,719	416,115	540,796	908,909	6,289,257
														107.515
10% Tax	84,694	72,568	40,942	10,173	6,415	12,223	11,372	16,791	20,827	31,263	25,858	36,588	68,097	437,810
RV Special Tax	1,961	1,956	1,517	977	757	1,214	1,327	1,494	1,339	1,542	1,636	2,176	1,759	19,655
Total-Taxes	86,655	74,524	42,459	11,150	7,172	13,437	12,699	18,285	22,166	32,805	27,494	38,764	69,857	457,465
Oockweiler RV Park	52,766	50,940	39,297	21,900	15,032	28,902	33,429	44,065	39,880	49,507	53,652	68,188	51,547	549,104
Net of Taxes &				<del></del>					<del></del> _					
Dockweiker RV Park	992,225	848,868	477,954	183,325	77,923	151,799	148,511	215,702	258,657	371,406	334,968	433,845	787,505	5,282,688

## Department of Beaches and Harbors Parking Revenue

<del></del>		<del>,</del>									<del></del>	<del></del>	Total
	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	FY 02-03
BEACH LOTS													
Dockweiler	136,297	96,547	75,148	25,340	15,317	11,105	22,679	17,060	40,171	32,610	53,338	75,741	601,351
Dockweiler RV	55,066	46,152	46,900	46,383	39,928	44,963	44,553	48,042	45,474	52,816	53,401	59,332	583,012
Grand	16,005	12,551	8,439	3,994	3,206	2,973	4,563	3,402	3,054	6,180	5,789	7,811	77,967
Playa Del Rey	5,519	4,149	2,898	595	554	943	979	760	775	1,451	1,825	786	21,234
Washington	122,978	111,187	76,885	35,145	35,345	33,423	55,109	44,330	67,186	64,763	80,226	88,656	815,230
Venice	139,762	125,430	82,862	48,164	49,282	48,720	63,462	46,319	68,189	61,768	71,592	92,081	897,629
Rose	72,274	68,147	50,285	30,061	27,082	25,773	37,869	27,541	42,587	33,026	45,909	<b>9</b> 57,924	518,476
Hyperion	15,089	9,807	12,627	2,566	2,609	3,871	3,067	2,206	2,727	5,456	5,737	4,027	69,789
Will Rogers - 1	20,966	15,447	12,548	4,073	4,443	2,725	5,890	3,369	3,209	6,678	7,856	10,840	98,043
Will Rogers - 3	145,872	107,536	83,669	26,530	32,130	15,494	66,609	32,079	43,285	32,398	50,866	78,794	715,261
Will Rogers - 5	6,980	4,982	3,450	346	7	62	726	133	141	637	840	698	19,001
Nicholas Canyon	4,787	4,865	4,405	1,402	1,066	1,390	5,356	1,043	1,260	2,191	3,121	2,839	33,726
Torrance	33,478	21,103	12,223	1,433	1,652	1,102	2,559	1,124	7,305	708	2,220	7,830	92,736
White Point	27,316	20,556	16,494	7,810	5,188	4,622	8,025	3,817	4,501	8,799	11,936	16,145	135,211
Zuma	234,784	167,610	93,517	19,376	24,255	8,055	14,833	6,087	32,518	31,990	36,775	90,766	760,565
Surfrider	29,138	22,665	15,991	5,512	4,624	4,431	7,287	4,976	7,383	8.449	12,958	19,755	143,169
Point Dume	66,978	57,585	40,030	8,377	14,616	4,996	14,061	7,522	20.295	11,733	20,754	35,523	302,468
Topanga	16,860	12,971	9,940	1,447	1,302	1,640	3.939	2,132	3,579	3,289	4,816	7,732	69,646
BEACH TOTAL:	1,150,147	909,288	648,308	268,553	262,607	216,287	361,565	251,941	393,638	364,940	469,960	657,280	5,954,514
				<del></del>									
MARINA LOTS							4= ===	46.64-		45.000	40 407	04 470	197,177
Fisherman's Village	16,719	19,881	20,057	11,748	11,039	17,490	15,725	12,347	16,105	15,099	19,497	21,470	86,262
MDR 49R Fiji Way	12,095	10,993	7,655	10,008	4,420	2,570	5,421	4,923	3,456	8,418	8,137	8,165	•
MDR 49M Mindanao	5,773	6,261	3,309	2,819	3,967	6,250	1,134	770	2,073	3,613	4,233	4,952	45,156
MDR UR Admiralty	9,946	9,297	8,778	9,976	6,533	4,631	1,522	515	524	779	1,147	611	54,260
MDR Q Admiralty	6,637	6,449	5,367	5,394	2,511	1,821	2,309	1,901	2,635	1,431	2,419	1,890	40,763
MDR QT Admiralty	2,027	1,806	704	1,437	517	1,086	769	429	461	1,013	1,274	1,174	12,698
MDR N Palawan	5,011	6,559	2,843	2,546	3,005	1,597	2,783	1,602	2,244	4,111	3,602	2,716	38,619
MDR IR Admiralty	8,801	8,418	7,841	1,276	1,066	1,095	1,760	1,102	1,644	2,024	4,636	5,076	44,740
MDR GR Panay	43,695	30,059	2,238	50,592	1,160	17,115	10,392	10,622	10,033	10,687	13,012	2,370	201,975
MDR FF Marquesa	5,909	1,851	1,404	1,740	1,045	1,100	1,367	910	818	1,226	1,611	1,116	20,098
MDR 3S Via Marina	2,460	1,683	1,960	1,635	1,519	1,270	1,420	1,790	1,494	2,261	2,374	2,661	22,528
MDR VP View Park	2,808	2,475	2,604	1,857	2,507	1,582	2,585	1,661	1,834	2,614	2,236	2,454	27,216
MDR CP Chace Park	1,565	2,531	1,946	877	932	670	766	1,027	. 824	1,324	1,485	1,143	15,088
Fiji Way	-	•		-	•	-			-	-	-	-	-
Fisherman's Village O/F	520	362	. 100			-		<b>-</b> _	<b>-</b>	-	382	<b>-</b> .	1,364
MARINA TOTAL:	123,967	108,625	66,807	101,906	40,223	58,277	47,953	39,600	44,144	54,599	66,046	55,797	807,944
GRAND TOTAL:	1,274,114	1,017,913	715,115	370,459	302,829	274,565	409,519	291,541	437,782	419,539	536,006	713,077	6,762,458
10% Tax	96,509	76,548	53,562	20,067	20,093	15,475	28,587	18,434	30,987	28,311	37,667	53,647	479,888
RV Special Tax	2,260	2,263	2,289	2,090	1,898	2,133	2,034	2,546	2,443	2,682	2,787	2,765	28,189
Total-Taxes	98,769	78,811	55,851	22,157	21,991	17,608	30,621	20,980	33,430	30,993	40,454	56,412	508,077
Dockweiler RV Park	52,807	43,889	44,611	44,293	38,030	42,830	42,519	45,496	43,031	50,134	50,615	56,568	554,823
Net of Taxes &						<del> </del>						<del></del>	
Dockweiker RV Park	1,122,538	895,213	614,653	304,009	242,807	214,127	336,379	225,064	361,322	338,412	444,937	600,098	5,699,558
			<u>-</u>		<del></del>								

## Department of Beaches and Harbors Parking Revenue

BEACH LOTS    164 625   18,111   59,089   25,278   14,810   14,814   24,820   19,110   51,119   48,299   101,723   83,052   784,										<del></del>			<del></del>	Total
BEACH LOTS Dockweller RV 68,550 57,997 53,237 50,351 48,810 14,614 24,620 19,110 51,119 48,299 101,723 83,052 764, Dockweller RV 68,550 57,997 53,237 50,351 41,850 45,850 49,126 46,757 54,342 89,074 63,757 73,469 663, Grand 20,264 18,968 7,161 4,630 2,026 3,201 3,356 2,890 6,071 6,764 13,111 8,742 97, Playa Del Rey 2,953 2,403 1,850 1,116 469 421 1,000 771 1,030 1,977 3,729 1,834 19, Washington 130,124 140,475 81,441 49,815 36,750 32,460 43,448 44,835 72,912 69,491 105,723 100,899 886, Venice 127,354 129,062 88,149 58,381 45,702 43,101 61,616 59,224 85,701 86,473 99,777 120,302 993, Washington 24,704 27,174 8,940 4,963 3,648 3,495 5,401 3,804 6,674 4,675 46,429 61,007 63,764 19,100 10,0		Jul-03	Aug-03	Sen-03	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	FY 03-04
Dockweller RV  88,550  57,997  53,227  50,351  41,850  48,850  49,126  46,757  54,342  58,074  63,757  73,469  63,757  73,469  68,749  73,469  68,749  73,479  73,469  73,479  73,469  73,479	BEACH LOTS	<u> </u>	rug oo	<u> </u>										
Grand (Grand 20,294 18,968 7,161 4,630 2,026 3,201 3,536 2,890 6,071 6,794 13,111 8,742 97.7 Playa Del Rey 2,953 2,403 1,890 1,116 469 47,100 771 1,000 1,717 3,729 1,343 1,991 Washington 130,124 140,47 61,44 48,815 86,750 32,460 43,448 44,838 72,912 69,991 105,723 100,889 888, 106,890 1,797 1,798 1,799 1,	Dockweiler	164,625	158,111	59,098	25,278	14,810	14,614	24,620	19,110	51,119	48,299	101,723	83,052	764,45
Franch	Dockweiler RV	•	57,997	53,237	50,351	41,850	45,850	49,126	46,757	54,342	58,074	63,757	73,469	663,35
Plays Del Rey   2,953   2,403   1,990   1,116   469   421   1,000   771   1,030   1,977   3,729   1,834   19,	Grand	•	18.968	•	4.630	2.026	3,201	3,536	2,890	6,071	6,784	13,111	8,742	97,38
Mashington	Plava Del Rev	•	2,403		1,116	469	421	1,000	771	1,030	1,977	3,729	1,834	19,59
Venice 127,354 128,062 88,144 58,381 45,702 43,101 61,616 59,924 85,701 88,273 99,777 120,302 983,788es 79,776 80,488 49,982 35,999 27,332 35,592 34,920 330,482 46,675 48,429 61,007 63,166 57,979 19,000 24,104 27,174 8,940 4,963 36,48 3,496 5,401 3,804 6,674 8,244 17,749 7,893 122,141 17,749 7,893 12,141 17,749 7,893 12,141 17,749 7,893 12,141 17,749 7,893 12,141 17,749 7,893 12,141 17,749 7,893 12,141 17,749 7,893 12,141 17,749 7,893 12,141 17,749 7,893 12,141 17,749 7,893 12,141 17,749 7,893 12,141 17,749 7,893 12,141 18,141 17,141 1	•	•		•		36.750	32.460	43,448	44,838	72,912	69,491	105,723	100,889	888,36
Rese 79,776 80,488 40,982 35,990 28,738 23,532 34,920 33,021 46,675 46,429 61,097 63,166 573, 44, 47, 47, 47, 47, 47, 47, 47, 47, 47						•	•	61.616	56,924	85,701	88,273	99,777	120,302	983,33
Hyperion	****	•		- •	- • •				33,021	46,675	46,429	61,067	63,166	573,88
Mill Rogers - 3  185,681  175,202  175,003  175,780  175,003  175,003  175,780  175,003  175,780  175,003  175,780  175,003  175,		•			,	•		- •	3,804	6,674	8,244	17,749	7,893	122,68
MIII Rogers - 3    185,881   175,202   59,001   37,459   26,875   19,960   20,379   36,671   41,074   51,843   108,530   95,108   857,108   108,507   1,718   290   71   87   85   20,379   1,657   1,057   2,963   3,908   4,750   38,1016   3,0016	7.5	•		•	•		-,	-, -	2.134	4.421	7,738	16,238	11,227	107,47
Will Rogers - 5	•		•	- •	•	•			•	-	51.843	108,530	95,108	857,78
Nicholas Canyon		•	•					,.	•		421	3.021	2,155	23,11
Torrance 32,594 32,969 7,303 2,752 1,060 1,272 2,151 1,697 6,690 5,704 17,357 11,554 123, White Point 26,499 33,131 3,990 5,709 5,709 4,770 6,222 5,449 9,404 9,191 15,134 16,191 136, White Point 26,499 246,254 47,854 16,141 11,036 7,495 15,549 8,244 21,285 6,222 11,365 17,854 21,702 143, Point Dume 70,101 69,127 17,190 8,232 3,595 7,002 11,319 9,195 19,313 18,008 47,482 41,512 32, Topanga 24,351 19,066 5,008 2,850 555 2,519 4,856 1,441 2,748 11,668 11,790 11,622 98, BEACH TOTAL: 1,292,721 1,246,907 466,429 316,988 228,755 215,555 295,419 277,789 444,162 477,758 806,773 781,005 6,850, MDR 498 FIJI Way 14,046 13,158 10,746 6,689 3,444 3,960 3,889 4,063 5,298 8,081 10,106 12,124 95, MDR 498 Mindrana 5,169 5,773 4,090 2,431 1,118 3,112 1,386 1,297 1,488 9,235 1,613 2,663 33, MDR 498 Mindrana 5,169 5,773 2,889 3,222 2,350 1,411 1,629 2,103 1,413 2,886 2,348 2,530 3,389 2,040 3,389 4,063 5,298 8,081 10,106 12,124 95, MDR QAdmiralty 1,366 1,296 3,060 884 626 828 2,007 528 520 1,010 881 1,207 14, MDR QAdmiralty 1,592 2,233 2,457 1,143 749 1,785 616 972 608 1,447 1,437 1,937 16, MDR QAdmiralty 1,592 2,233 2,457 1,143 749 1,785 616 972 608 1,447 1,437 1,937 16, MDR QAdmiralty 1,592 2,233 2,457 1,143 749 1,785 616 972 608 1,447 1,437 1,937 16, MDR QR QAdmiralty 1,592 2,233 2,457 1,143 749 1,785 616 972 608 1,447 1,437 1,937 16, MDR QR QR Admiralty 1,592 2,233 2,457 1,143 749 1,785 616 972 608 1,447 1,437 1,937 16, MDR QR QR Admiralty 1,592 2,233 2,457 1,143 749 1,785 616 972 608 1,447 1,437 1,937 16, MDR QR QR Admiralty 1,592 2,233 2,457 1,143 7,49 1,785 616 972 608 1,447 1,437 1,937 16, MDR QR QR Admiralty 1,592 2,233 2,457 1,143 7,49 1,785 616 972 608 1,447 1,437 1,937 16, MDR QR QR Admiralty 1,592 2,233 2,457 1,143 7,49 1,785 616 972 608 1,447 1,437 1,937 16, MDR QR QR Admiralty 1,592 2,233 1,413 2,946 2,348 2,530 3,389 2,389 2,389 2,389 3,254 4,443 3,140 2,946 3,748 2,948 2,949 3,94	. •										2.963	3.908		38,53
White Point 26,499 23,131 8,990 5,709 5,799 4,770 6,222 5,449 9,404 9,191 15,134 16,191 136,   Zuma 269,246 246,254 47,854 16,141 11,036 7,495 15,549 8,254 28,440 31,287 98,823 105,838 886,   Zuma 269,246 246,254 47,854 16,141 11,036 7,495 15,549 8,254 28,440 31,287 98,823 105,838 886,   Zuma 269,246 246,254 47,854 16,141 11,036 7,495 15,549 8,254 28,440 31,287 98,823 105,838 886,   Zuma 269,246 246,254 47,854 16,141 11,036 7,495 15,549 8,254 28,440 31,287 98,823 105,838 886,   Zuma 29,052 27,613 8,367 7,492 3,257 2,851 5,344 2,835 6,222 11,365 17,854 21,702 143,1   Point Dume 70,101 69,127 17,190 8,232 3,595 7,002 11,319 9,195 19,313 18,008 47,482 41,512 322,1   Zuma 24,351 19,066 5,008 2,850 555 2,519 4,866 1,441 2,748 11,668 11,790 11,622 99,1   ZHARLAND LOTS   Fisherman's Village 22,951 32,137 23,437 18,502 16,393 16,121 13,330 12,604 17,939 20,210 33,861 35,862 263,   ZHARLANDR 4SH Mindamao 5,169 5,773 4,090 2,431 1,118 3,112 1,368 1,297 1,488 9,235 1,613 2,663 39,   MDR 4SH Mindamao 5,169 5,773 4,090 2,431 1,118 3,112 1,368 1,297 1,488 9,235 1,613 2,663 39,   MDR 4DR 4DR 4DR 4DR 4DR 4DR 4DR 4DR 4DR 4	•	•	•			•		-	•			•	11.554	123,10
Zuma   269,246   246,254   47,854   16,141   11,036   7,495   15,549   8,254   28,440   31,287   98,823   106,838   886, Surfrider   29,052   27,613   8,367   7,492   3,257   2,851   5,344   2,835   6,222   11,365   17,854   21,702   143, Point Dume   70,101   69,127   17,190   8,223   3,595   7,002   11,319   9,195   19,313   18,008   47,482   41,512   322, Topanga   24,351   19,066   5,008   2,850   555   2,519   4,866   1,441   2,748   11,668   11,790   11,622   98, BEACH TOTAL:   1,292,721   1,246,907   466,429   316,988   228,755   215,555   295,419   277,789   444,182   477,758   806,773   781,005   6,850, MDR 49R Mindrana   5,169   5,773   4,090   2,431   1,116   3,112   1,388   1,297   1,488   9,235   1,613   2,664   2,951   3,248   3,248   3,960   3,899   4,063   5,298   8,081   10,106   12,124   95, MDR 49R Mindrana   5,169   5,773   2,889   3,222   2,350   1,411   1,629   2,103   1,413   2,986   2,348   2,533   3,389   2,90   MDR QT Admiralty   1,566   1,296   5,993   3,282   2,555   1,288   2,007   528   520   1,010   881   1,207   1,488   1,297   1,488   1,497		-•			•		•			•	•		16.191	136,48
Surfrider 29,052 27,613 8,367 7,492 3,257 2,851 5,344 2,835 6,222 11,365 17,854 21,702 143,709 11,000 70,101 69,127 17,190 8,232 3,595 7,000 11,319 9,195 19,313 18,008 47,482 41,512 322, 1709,101 69,127 17,190 8,232 3,595 7,000 11,319 9,195 19,313 18,008 47,482 41,512 322, 1709,101 69,127 17,190 8,232 3,595 7,000 11,319 9,195 19,313 18,008 47,482 41,512 322, 1709,101 69,100 11,000 11,				•							- •		•	886,2
Point Dume 70, 101 89,127 17,190 8,232 3,595 7,002 11,319 9,195 19,313 18,008 47,482 41,512 322, 150,908 24,351 19,066 5,008 2,850 555 2,519 4,856 1,441 2,748 11,668 11,790 11,522 98, 18ARINA LOTS Fisherman's Village 22,951 32,137 23,437 18,502 6,889 3,444 3,960 3,894 1,441 1,783 1,185 1,193 1				•					- •	•		- •	•	143,95
Topanga 24,351 19,066 5,008 2,850 555 2,519 4,856 1,441 2,748 11,668 11,790 11,622 98.  BEACH TOTAL: 1,292,721 1,246,907 466,429 316,988 228,755 215,555 295,419 277,789 444,182 477,758 806,773 781,005 6,850,  MARINA LOTS Fisherman's Village 22,951 32,137 23,437 18,502 16,393 16,121 13,330 12,604 17,939 20,210 33,861 35,862 263,  MDR 49R Fiji Way 14,046 13,158 10,746 6,689 3,444 3,960 3,899 4,063 5,298 8,081 10,106 12,124 95,1  MDR 49M Mindanao 5,169 5,773 4,090 2,431 1,118 3,112 1,368 1,297 1,488 9,235 1,613 2,663 39,  MDR QAdmiralty 1,366 1,296 3,060 864 626 828 2,007 528 520 1,010 881 1,207 14,  MDR QAdmiralty 2,793 2,889 3,222 2,350 1,411 1,629 2,103 1,413 2,986 2,348 2,530 3,389 29,  MDR ANDR WAR Admiralty 1,592 2,233 2,457 1,143 749 1,785 616 972 608 1,447 1,437 1,937 16,  MDR NA Palawan 5,149 5,931 3,580 2,098 2,121 2,187 2,549 2,107 2,808 2,541 3,172 4,422 38,  MDR R Palawan 5,149 5,931 3,580 2,098 2,121 2,187 2,549 2,107 2,808 2,541 1,520 2,238 2,004  MDR GR Panay 15,276 43,444 2,739 1,877 60,266 21,393 11,435 9,486 1,566 2,344 11,520 22,388 203,  MDR FF Marquesa 2,156 1,854 2,191 1,125 790 775 1,077 775 1,048 1,551 1,523 2,060 16,  MDR FF Marquesa 2,156 1,854 2,191 1,125 790 775 1,077 775 1,048 1,551 1,523 2,060 16,  MDR P View Park 2,514 2,808 2,846 1,953 1,744 1,301 2,848 2,532 2,808 2,599 3,254 4,143 31,  MDR CP Chace Park 1,616 2,049 1,909 1,670 1,126 1,085 1,345 1,091 2,005 1,463 1,753 2,396 10,527 866.  GRAND TOTAL: 1,386,000 1,377,162 535,579 362,053 322,283 273,940 341,720 319,562 488,103 535,892 865,533 7,716,  TOW Tax 3,992 1,243 1,753 3,864 3,324 3,608 2,481 2,407 3,557 3,953 65,969 63,271 551,  TOW Tax 3,992 1,243 1,753 3,864 3,324 3,608 2,481 2,407 3,557 3,953 4,140 2,946 37,  Total-Taxes 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,255 38,389 41,558 70,109 66,217 588,  Dockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626,		- •	- •					•			•	_		322,07
MARINA LOTS   Fisherman's Village   22,951   32,137   23,437   18,502   16,393   16,121   13,330   12,604   17,939   20,210   33,861   35,862   263,344   34,861		•	•	•	•	•		-					•	98,47
MARINA LOTS Fisherman's Village														6.850.2
MDR 49M Mindanao  5,169  5,773  4,090  2,431  1,118  3,112  1,368  1,297  1,488  9,235  1,613  2,663  39. MDR UR Admiralty  1,366  1,296  3,060  884  626  828  2,007  528  520  1,413  2,986  2,348  2,530  3,389  29. MDR QA dmiralty  1,592  2,233  2,457  1,443  749  1,785  616  972  608  1,447  1,437  1,937  16, MDR QA dmiralty  13,080  11,271  4,831  1,572  1,628  1,293  1,628  2,121  2,187  2,549  2,107  2,808  2,514  3,172  4,422  38, MDR QR Admiralty  13,080  11,271  4,831  1,572  1,628  1,293  1,628  1,293  1,562  1,941  1,724  2,187  5,631  5,884  52, MDR GR Panay  15,276  43,444  2,739  1,877  60,266  21,393  11,435  9,486  1,556  2,344  1,550  2,344  1,520  2,238  203, MDR FF Marquesa  2,156  1,854  2,191  1,125  790  775  1,077  775  1,048  1,551  1,523  2,060  16, MDR Sy View Park  2,514  2,808  2,846  1,953  1,744  1,301  2,946  2,162  2,962  3,006  3,334  2,256  5,092  40, MDR CP Chace Park  1,616  2,049  1,909  1,670  1,126  1,085  1,345  1,091  2,005  1,463  1,753  2,399  3,254  4,143  31, MARINA TOTAL:  1,386,000  1,377,162  535,579  362,053  322,883  232,980  16,895  23,990  16,895  15,312  2,195  20,849  34,832  37,635  65,969  63,271  551, 751, 751  751  751  751  751  7	Fisherman's Village	•	•	•	•									263,3 95,6
MDR UR Admiralty 1,366 1,296 3,060 864 626 828 2,007 528 520 1,010 881 1,207 14, MDR Q Admiralty 2,793 2,889 3,222 2,350 1,411 1,629 2,103 1,413 2,986 2,348 2,530 3,389 29, MDR QT Admiralty 1,592 2,233 2,457 1,143 749 1,785 616 972 608 1,447 1,437 1,937 16, MDR N Palawan 5,149 5,931 3,580 2,098 2,121 2,187 2,549 2,107 2,808 2,514 3,172 4,422 38, MDR IR Admiralty 13,080 11,271 4,831 1,572 1,628 1,293 1,562 1,941 1,724 2,187 5,631 5,884 52, MDR GR Panay 15,276 43,444 2,739 1,877 60,266 21,393 11,435 9,486 1,566 2,344 11,620 22,368 203, MDR FRAquesa 2,156 1,854 2,191 1,125 790 775 1,077 775 1,048 1,551 1,523 2,060 16, MDR 3S Via Marina 5,348 4,135 4,001 2,792 2,113 2,916 2,162 2,962 3,006 3,334 2,256 5,092 40, MDR VP View Park 2,514 2,808 2,846 1,953 1,744 1,301 2,848 2,532 2,808 2,399 3,254 4,143 31, MDR CP Chace Park 1,616 2,049 1,909 1,670 1,126 1,085 1,345 1,091 2,005 1,463 1,753 2,396 19, Fiji Way Fisherman's Village O/F 224 1,274 42 116 10 1,121 1,980 4, MARINA TOTAL: 93,280 130,255 69,150 45,066 93,528 58,386 46,301 41,773 43,920 58,134 80,755 105,527 866,1		•			•					1,488	9,235	1,613	2,663	39,3
MDR Q Admiralty 2,793 2,889 3,222 2,350 1,411 1,629 2,103 1,413 2,986 2,348 2,530 3,389 29.1 MDR QT Admiralty 1,592 2,233 2,457 1,143 749 1,785 616 972 608 1,447 1,437 1,937 16.5 MDR N Palawan 5,149 5,931 3,580 2,098 2,121 2,187 2,549 2,107 2,808 2,514 3,172 4,422 38.1 MDR N R Admiralty 13,080 11,271 4,831 1,572 1,628 1,293 1,552 1,941 1,724 2,187 5,631 5,884 52.1 MDR GR Panay 15,276 43,444 2,739 1,877 60,266 21,393 11,435 9,486 1,566 2,344 11,620 22,368 203.1 MDR FF Marquesa 2,156 1,854 2,191 1,125 790 775 1,077 775 1,048 1,551 1,523 2,060 16.5 MDR SS Via Marina 5,348 4,135 4,001 2,792 2,113 2,916 2,162 2,962 3,006 3,334 2,256 5,092 40.1 MDR VIew Park 2,514 2,808 2,846 1,953 1,744 1,301 2,848 2,532 2,808 2,399 3,254 4,143 31, MDR CP Chace Park 1,616 2,049 1,909 1,670 1,126 1,085 1,345 1,091 2,005 1,463 1,753 2,396 19.5 MDR CP Chace Park 1,616 2,049 1,909 1,670 1,126 1,085 1,345 1,091 2,005 1,463 1,753 2,396 19.5 MARINA TOTAL: 93,280 130,255 69,150 45,066 93,528 58,386 46,301 41,773 43,920 58,134 80,755 105,527 866, MR MARINA TOTAL: 1,386,000 1,377,162 535,579 362,053 322,283 273,940 341,720 319,562 488,103 535,892 887,528 886,533 7,716,10% Tax 108,325 105,086 36,899 23,990 16,895 15,312 22,195 20,849 34,832 37,635 65,969 63,271 551, MR V Special Tax 3,992 1,243 1,753 3,864 3,324 3,608 2,481 2,407 3,557 3,923 4,140 2,946 37, Total-Taxes 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,256 38,389 41,558 70,109 66,217 588, Net of Taxes &		•	•			•	•		528	520	1,010	881	1,207	. 14,19
MDR QT Admiralty 1,592 2,233 2,457 1,143 749 1,785 616 972 608 1,447 1,437 1,437 1,937 16; MDR N Palawan 5,149 5,931 3,580 2,098 2,121 2,187 2,549 2,107 2,808 2,514 3,172 4,422 38, MDR IR Admiralty 13,080 11,271 4,831 1,572 1,628 1,293 1,562 1,941 1,724 2,187 5,631 5,884 52,1 MDR GR Panay 15,276 43,444 2,739 1,877 60,266 21,393 11,435 9,486 1,566 2,344 11,620 22,368 203, MDR FF Marquesa 2,156 1,854 2,191 1,125 790 775 1,077 775 1,048 1,551 1,523 2,060 16; MDR 3S Via Marina 5,348 4,135 4,001 2,792 2,113 2,916 2,162 2,962 3,006 3,334 2,256 5,092 40, MDR VP View Park 2,514 2,808 2,846 1,953 1,744 1,301 2,848 2,532 2,808 2,399 3,254 4,143 31, MDR CP Chace Park 1,616 2,049 1,909 1,670 1,126 1,085 1,345 1,091 2,005 1,463 1,753 2,396 19; Fiji Way Fisherman's Village O/F 224 1,274 42				•						2.986	2,348	2,530	3,389	29,0
MDR N Palawan 5,149 5,931 3,580 2,098 2,121 2,187 2,549 2,107 2,808 2,514 3,172 4,422 38.1 MDR IR Admiralty 13,080 11,271 4,831 1,572 1,628 1,293 1,562 1,941 1,724 2,187 5,631 5,884 52,1 MDR GR Panay 15,276 43,444 2,739 1,877 60,266 21,393 11,435 9,486 1,566 2,344 11,620 22,368 203, MDR FF Marquesa 2,156 1,854 2,191 1,125 790 775 1,077 775 1,048 1,551 1,523 2,060 16,9 MDR 3S VIa Marina 5,348 4,135 4,001 2,792 2,113 2,916 2,162 2,962 3,006 3,334 2,256 5,092 40, MDR VP View Park 2,514 2,808 2,846 1,953 1,744 1,301 2,848 2,532 2,808 2,399 3,254 4,143 31, MDR CP Chace Park 1,616 2,049 1,909 1,670 1,126 1,085 1,345 1,091 2,005 1,463 1,753 2,396 19, Fiji Way Fisherman's Village O/F 224 1,274 42 116 10 1,121 1,980 4, MARINA TOTAL: 93,280 130,255 69,150 45,066 93,528 58,386 46,301 41,773 43,920 58,134 80,755 105,527 866,1 MARINA TOTAL: 1,386,000 1,377,162 535,579 362,053 322,283 273,940 341,720 319,562 488,103 535,892 887,528 886,533 7,716,7164 10% Tax 108,325 105,086 36,899 23,990 16,895 15,312 22,195 20,849 34,832 37,635 65,969 63,271 551, RV Special Tax 3,992 1,243 1,753 3,864 3,324 3,608 2,481 2,407 3,557 3,923 4,140 2,946 37,7 Total-Taxes 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,256 38,389 41,558 70,109 66,217 588, Net of Taxes &						•		* .		608	1,447	1,437	1,937	16,9
MDR IR Admiraity 13,080 11,271 4,831 1,572 1,628 1,293 1,562 1,941 1,724 2,187 5,631 5,884 52,0 MDR GR Panay 15,276 43,444 2,739 1,877 60,266 21,393 11,435 9,486 1,566 2,344 11,620 22,368 203,4 MDR FF Marquesa 2,156 1,854 2,191 1,125 790 775 1,077 775 1,048 1,551 1,523 2,060 16,5 MDR 3S Via Marina 5,348 4,135 4,001 2,792 2,113 2,916 2,162 2,962 3,006 3,334 2,256 5,092 40,5 MDR VP View Park 2,514 2,808 2,846 1,953 1,744 1,301 2,848 2,532 2,808 2,399 3,254 4,143 31,511 Way 1,670 1,126 1,085 1,345 1,091 2,005 1,463 1,753 2,396 19,5 MARINA TOTAL: 93,280 130,255 69,150 45,066 93,528 58,386 46,301 41,773 43,920 58,134 80,755 105,527 866,1 MARINA TOTAL: 1,386,000 1,377,162 535,579 362,053 322,283 273,940 341,720 319,562 488,103 535,892 887,528 886,533 7,716, MR STAN 10% Tax 108,325 105,086 36,899 23,990 16,895 15,312 22,195 20,849 34,832 37,635 65,969 63,271 551, MR STAN 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,256 38,389 41,558 70,109 66,217 588,40 MR OF Taxes &	•	•	•				•		2.107	2.808	2.514	3,172	4,422	38,6
MDR GR Panay 15,276 43,444 2,739 1,877 60,266 21,393 11,435 9,486 1,566 2,344 11,620 22,368 203, MDR FF Marquesa 2,156 1,854 2,191 1,125 790 775 1,077 775 1,048 1,551 1,523 2,060 16.8 MDR 3S Via Marina 5,348 4,135 4,001 2,792 2,113 2,916 2,162 2,962 3,006 3,334 2,256 5,092 40, MDR VP View Park 2,514 2,808 2,846 1,953 1,744 1,301 2,848 2,532 2,808 2,399 3,254 4,143 31, MDR CP Chace Park 1,616 2,049 1,909 1,670 1,126 1,085 1,345 1,091 2,005 1,463 1,753 2,396 19.5 Fiji Way Fisherman's Village O/F 224 1,274 42 116 10 1,121 1,980 4, MARINA TOTAL: 93,280 130,255 69,150 45,066 93,528 58,386 46,301 41,773 43,920 58,134 80,755 105,527 866,1 MARINA TOTAL: 1,386,000 1,377,162 535,579 362,053 322,283 273,940 341,720 319,562 488,103 535,892 887,528 886,533 7,716, MR STAX 108,325 105,086 36,899 23,990 16,895 15,312 22,195 20,849 34,832 37,635 65,969 63,271 551, RV Special Tax 3,992 1,243 1,753 3,864 3,324 3,608 2,481 2,407 3,557 3,923 4,140 2,946 37, Total-Taxes 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,256 38,389 41,558 70,109 66,217 588, Nockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Nockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Nockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Nockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Nockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Nockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Nockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Nockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Nockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Nockweiler RV			-		•		•	•				5.631	5,884	52,60
MDR FF Marquesa 2,156 1,854 2,191 1,125 790 775 1,077 775 1,048 1,551 1,523 2,060 16,5 MDR 3S Via Marina 5,348 4,135 4,001 2,792 2,113 2,916 2,162 2,962 3,006 3,334 2,256 5,092 40,5 MDR VP View Park 2,514 2,808 2,846 1,953 1,744 1,301 2,848 2,532 2,808 2,399 3,254 4,143 31,5 MDR CP Chace Park 1,616 2,049 1,909 1,670 1,126 1,085 1,345 1,091 2,005 1,463 1,753 2,396 19,5 Fiji Way Fisherman's Village O/F 224 1,274 42 116 10 1,121 1,980 4,5 MARINA TOTAL: 93,280 130,255 69,150 45,066 93,528 58,386 46,301 41,773 43,920 58,134 80,755 105,527 866,4 MARINA TOTAL: 1,386,000 1,377,162 535,579 362,053 322,283 273,940 341,720 319,562 488,103 535,892 887,528 886,533 7,716,7 MR CP CP CP CP CP CP CP CP CP CP CP CP CP	•		-		-		•	•		•	2.344	11.620	22,368	203,8
MDR 3S Via Marina 5,348 4,135 4,001 2,792 2,113 2,916 2,162 2,962 3,006 3,334 2,256 5,092 40, MDR VP View Park 2,514 2,808 2,846 1,953 1,744 1,301 2,848 2,532 2,808 2,399 3,254 4,143 31, MDR CP Chace Park 1,616 2,049 1,909 1,670 1,126 1,085 1,345 1,091 2,005 1,463 1,753 2,396 19, Fiji Way Fisherman's Village O/F 224 1,274 42 116 10 1,121 1,980 4, MARINA TOTAL: 93,280 130,255 69,150 45,066 93,528 58,386 46,301 41,773 43,920 58,134 80,755 105,527 866,1 GRAND TOTAL: 1,386,000 1,377,162 535,579 362,053 322,283 273,940 341,720 319,562 488,103 535,892 887,528 886,533 7,716, Total-Taxes 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,256 38,389 41,558 70,109 66,217 588, Dockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Net of Taxes &	•	-		-				•			•			16,9
MDR VP View Park  2,514  2,808  2,846  1,953  1,744  1,301  2,848  2,532  2,808  2,399  3,254  4,143  31,  MDR CP Chace Park  1,616  2,049  1,909  1,670  1,126  1,085  1,345  1,091  2,005  1,463  1,753  2,396  19,465  1,753  2,396  19,465  1,753  2,396  19,465  1,753  2,396  19,465  1,753  2,396  19,465  1,753  2,396  19,465  1,753  2,396  19,465  1,753  2,396  19,465  1,753  2,396  19,465  1,753  2,396  1,463  1,753  2,396  1,463  1,753  2,396  1,463  1,753  2,396  1,463  1,753  2,396  1,463  1,753  2,396  1,463  1,753  2,396  1,463  1,753  2,396  1,463  1,753  3,527  3,527  3,923  4,140  2,946  37,464  37,464  38,526  112,317  106,329  38,652  27,853  20,219  18,920  24,676  23,256  38,389  41,558  70,109  66,217  588,484  1,588  1,958  1,958  1,958  1,968  1,953  1,744  1,301  2,848  2,532  2,808  2,399  3,254  4,143  31,753  2,396  19,463  1,753  1,744  1,301  2,848  2,532  2,808  2,399  3,254  4,143  31,753  2,396  19,463  1,753  1,461  1,085  1,091  2,005  1,463  1,753  1,463  1,753  3,528  86,533  7,716,500  1,085  1,484  1,958  1,958  1,958  1,958  1,958  1,958  1,958  1,968  1,958  1,968  1,958  1,968  1,958  1,968  1,958  1,968	•	-	•	•				•		•	-	•		40,1
MDR CP Chace Park  1,616  2,049  1,909  1,670  1,126  1,085  1,345  1,091  2,005  1,463  1,753  2,396  19,670  1,121  1,980  4,670  1,126  1,085  1,345  1,091  2,005  1,463  1,753  2,396  19,670  1,121  1,980  4,670  1,121  1,980  4,670  1,121  1,980  4,670  1,121  1,980  4,686,000  1,121  1,980  4,686,000  1,377,162  1,386,000		•	•			_,		•	•	-		•	•	31,15
Fisherman's Village O/F MARINA TOTAL: 93,280 130,255 69,150 45,066 93,528 58,386 46,301 41,773 43,920 58,134 80,755 105,527 866,0  GRAND TOTAL: 1,386,000 1,377,162 535,579 362,053 322,283 273,940 341,720 319,562 488,103 535,892 887,528 886,533 7,716,10% Tax 108,325 105,086 36,899 23,990 16,895 15,312 22,195 20,849 34,832 37,635 65,969 63,271 551,38V Special Tax 3,992 1,243 1,753 3,864 3,324 3,608 2,481 2,407 3,557 3,923 4,140 2,946 37,370tal-Taxes 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,256 38,389 41,558 70,109 66,217 588,481  Dockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626,			•	, -		•	•	•			•		•	19,50
MARINA TOTAL: 93,280 130,255 69,150 45,066 93,528 58,386 46,301 41,773 43,920 58,134 80,755 105,527 866,000 RAND TOTAL: 1,386,000 1,377,162 535,579 362,053 322,283 273,940 341,720 319,562 488,103 535,892 887,528 886,533 7,716,10% Tax 108,325 105,086 36,899 23,990 16,895 15,312 22,195 20,849 34,832 37,635 65,969 63,271 551,310 RV Special Tax 3,992 1,243 1,753 3,864 3,324 3,608 2,481 2,407 3,557 3,923 4,140 2,946 37,330 Total-Taxes 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,256 38,389 41,558 70,109 66,217 588,400 Ret of Taxes &	•	-		•		•.	•	•	-	146	10	4 424	1 000	176
GRAND TOTAL: 1,386,000 1,377,162 535,579 362,053 322,283 273,940 341,720 319,562 488,103 535,892 887,528 886,533 7,716,  10% Tax 108,325 105,086 36,899 23,990 16,895 15,312 22,195 20,849 34,832 37,635 65,969 63,271 551,2  RV Special Tax 3,992 1,243 1,753 3,864 3,324 3,608 2,481 2,407 3,557 3,923 4,140 2,946 37,2  Total-Taxes 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,256 38,389 41,558 70,109 66,217 588,4  Dockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626,  Net of Taxes &						93,528	58.386	46,301	41,773					866,0
10% Tax 108,325 105,086 36,899 23,990 16,895 15,312 22,195 20,849 34,832 37,635 65,969 63,271 551,3 RV Special Tax 3,992 1,243 1,753 3,864 3,324 3,608 2,481 2,407 3,557 3,923 4,140 2,946 37,3 Total-Taxes 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,256 38,389 41,558 70,109 66,217 588,4 Dockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626, Net of Taxes &									240 562	400 402	E2E 902	007 520	996 533	7 716 3
RV Special Tax 3,992 1,243 1,753 3,864 3,324 3,608 2,481 2,407 3,557 3,923 4,140 2,946 37,37   Total-Taxes 112,317 106,329 38,652 27,853 20,219 18,920 24,676 23,256 38,389 41,558 70,109 66,217 588,40   Dockweiler RV Park 64,558 56,754 51,484 46,487 38,526 42,241 46,645 44,350 50,784 54,151 59,616 70,523 626,  Net of Taxes &	GRAND TOTAL:	1,386,000	1,377,162	535,579	362,053	322,283	273,940	. 341,720	319,562	480,103	535,692	001,320		
Total-Taxes         112,317         106,329         38,652         27,853         20,219         18,920         24,676         23,256         38,389         41,558         70,109         66,217         588,4           Dockweiler RV Park         64,558         56,754         51,484         46,487         38,526         42,241         46,645         44,350         50,784         54,151         59,616         70,523         626,           Net of Taxes &	10% Tax	108,325	105,086	36,899	23,990	16,895	15,312	22,195	20,849	34,832	37,635	65,969	63,271	551,2
Total-Taxes         112,317         106,329         38,652         27,853         20,219         18,920         24,676         23,256         38,389         41,558         70,109         66,217         588,4           Dockweiler RV Park         64,558         56,754         51,484         46,487         38,526         42,241         46,645         44,350         50,784         54,151         59,616         70,523         626,           Net of Taxes &	RV Special Tax	3,992	1,243	1,753	3,864	3,324	3,608		2,407	. 3,557	3,923	4,140	2,946	37,2
Net of Taxes &				38,652			18,920	24,676	23,256	38,389	41,558	70,109	66,217	588,4
	Dockweiler RV Park	64,558	56,754	51,484	46,487	38,526	42,241	46,645	44,350	50,784	54,151	59,616	70,523	626,1
Dockweiker RV Park 1,209,125 1,214,079 445,443 287,713 263,538 212,779 270,399 251,957 398,929 440,183 757,802 749,793 6,501,														
	Dockweiker RV Park	1,209,125	1,214,079	445,443	287,713	263,538	212,779	270,399	251,957	398,929	440,183	757,802	749,793	6,501,7

## Department of Beaches and Harbors Parking Revenue

	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05
BEACH LOTS				-					
Dockweiler	172,030	126,619	104,332	26,215	14,946	11,925	15,568	13,066	26,160.0
Dockweiler RV	77,056	77,734	60,341	58,167	46,066	2,048	. 0	0	5,934.0
Grand	17,354	17,193	13,666	3,788	2,729	4,383	1,925	3,224	4,623.6
Playa Del Rey	4,149	4,545	2,864	1,109	575	404	0	813	766.9
Washington	138,763	127,117	99,928	54,379	37,316	35,893	44,112	37,016	63,934.0
Venice	152,127	141,407	100,249	60,572	41,685	39,881	46,224	36,819	71,215.0
Rose	85,950	74,170	56,376	35,624	26,537	31,934	32,703	26,811	46,600.6
Hyperion	24,091	28,541	22,177	51,615	3,372	2,762	3,471	2,566	4,281.2
Will Rogers - 1	23,209	19,100	16,103	2,774	2,295	2,816	2,634	2,185	3,873.1
Will Rogers - 3	180,050	135,750	111,551	27,265	16,409	15,066	14,929	19,480	32,062.6
Will Rogers - 5	4,187	6.951	4,390	528	41	157	97	96	244.0
Nicholas Canyon	6,051	4.255	5,283	1,292	433	1.055	937	760	2,017.0
Torrance	34,553	24,165	21,239	3,966	2.892	3,126	2.950	1,729	3,572.2
White Point	24,712	20,678	15,885	6,187	9,691	7,133	6,434	4,632	10,416.5
Zuma	263,616	202.037	102.350	12,762	14.714	18.025	6,488	5.856	19,077.0
Surfrider	32,760	32,180	21,043	8,380	4,861	3,101	2,920	1,953	4,890.6
Point Dume	75,435	60,498	38,863	-	9,416	8,279	6,440	8,321	12,214.5
= -	17,185	-	9,323	1,517	1,348	965	1,036	1,181	787.0
Topanga BEACH TOTAL:	1,333,278	11,812 1,114,749	805,963	370,254	235,325	188,953	188.870	166,509	312,670.2
Fisherman's Village MDR 49R Fiji Way MDR 49M Mindanao MDR UR Admiralty MDR Q Admiralty MDR QT Admiralty MDR N Palawan MDR IR Admiralty MDR GR Panay MDR FF Marquesa MDR 3S Via Marina MDR VP View Park MDR CP Chace Park	40,247 15,420 8,391 9,418 2,594 5,411 6,800 12,174 5,323 3,630 6,916 4,115 1,603	40,479 19,269 6,944 1,571 4,386 3,077 6,654 12,397 4,383 2,402 6,733 4,793 2,497	34,433 16,155 3,210 1,109 2,997 3,132 5,723 10,458 59,890 1,868 6,071 1,933 4,394	28,904 10,959 3,714 3,901 3,237 2,032 3,332 2,046 1,751 669 3,586 2,847 2,063	17,774 7,143 2,715 2,598 1,300 596 2,442 27,611 1,643 796 4,454 2,545 1,320	21,704 6,680 1,736 2,454 1,216 1,501 4,325 1,238 14,614 1,361 4,432 2,620 1,269	16,848 5,610 1,334 2,765 65 771 2,249 980 9,705 816 3,810 2,392 602	12,879 6,919 376 4,006 1,754 919 1,965 2,178 12,409 851 3,355 2,498 865	18,552.0 9,773.5 2,417.1 5,665.9 1,263.0 1,558.0 3,328.5 4,531.3 11,773.6 2,782.3 3,676.5 1,564.3
Fiji Way	1,003	2,431	4,034	2,000	1,020	1,200	-	-	- 1,001.0
Fisherman's Village O/F	1,440	715	-		-	-	-		-
MARINA TOTAL:	123,481	116,300	151,374	69,041	72,938	65,152	47,948	50,974	67,624.6
GRAND TOTAL:	1,456,759	1,231,050	957,338	439,294	308,263	254,105	236,818	217,483	380,294.8
100/ Tax	114.004	מיל מים	GE OFO	20.014	16 043	16 707	16,902	14,980	27,560.3
10% Tax	111,061	92,077	65,853	28,011	16,943	16,707			21,000.3
RV Special Tax	3,387	3,312	2,789	2,898	2,287	103	16 003	14,980	27 550 2
Total-Taxes	114,448	95,389	68,642	30,909	19,229	16,810	16,902	<del></del>	27,560.3
Dockweiler RV Park	73,669	74,422	57,552	55,269	43,779	1,945	0	0	5,934.0
Net of Taxes &					<del></del>				
Dockweiker RV Park	1,268,643	1,061,239	831,143	353,116	245,255	235,350	219,917	202,503	346,800.4

### **COUNTY OF LOS ANGELES**

### Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out if its worst recession in decades.

### WE RECOGNIZE.

### The importance of small business to the County

	in fueling local economic growth	
	providing new jobs	
	creating new local tax revenues	
Π	offering new entrepreneurial opportunity to those historically under-represented	in
	business	
The C	ounty can play a positive role in helping small business grow	
	as a multi-billion dollar purchaser of goods and services	
	as a broker of intergovernmental cooperation among numerous local jurisdictions	
П	by greater outreach in providing information and training	
	by simplifying the bid/proposal process	
	by maintaining selection criteria which are fair to all	
	by streamlining the payment process	

### WE THEREFORE SHALL:

- 1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
- 2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments, to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
- 3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business, and b) to further opportunities for all businesses to compete regardless of size.
- 4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Certainly we would prefer that women seek help) while they are pregnant, not after giving birth, to neceive proper medical sace and counseling. But at the same time, we want to assure parents who choose not to keep their bely that they will not go to juit it they deliver their babes to rale. hands in a hospital emergency room.

The California Safely
Suntendered Baby Law:
Allows a distressed birth parents) to legally
confidentially, and safely squandin their buby
Droyless a safe place for Eables The parents are place to secure

1. Brokers the parents afrom arrest or
procesultion for abindomnent as burg as
the bally has not been abinded in collected.

Does not require that faints being able to

1. When the bally is subjected

I when the bally is subjected.

The bally has betting a liably within 3 days of Muthing any process in the parents of

in California, no one aver has to abandon a child again



State of California Health and Human Service: Agency Chantland Johnson, Sectebry Department of Social Services Fits State, Director

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now there's a way im saticity subsected wound baby





What is the Safety Surrendared Baky Law? It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so

without fear of arrest or prosecution.

#### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital energency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent-will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

## Ooes the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

## Does a parent have to tell anything to the people taking the beby?

No. Nothing is required. However, hospital personnal will give the parent a medical information questionnaire that is designed to gather family medical history.

This could be very useful in caring for the child but it is up to the parent to complete it.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

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

The parent(s) may take the bracelet back to the lospital. Hospital personnel will previde information about the baby.

### Why is California doing this?

The purpose of the Safety Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

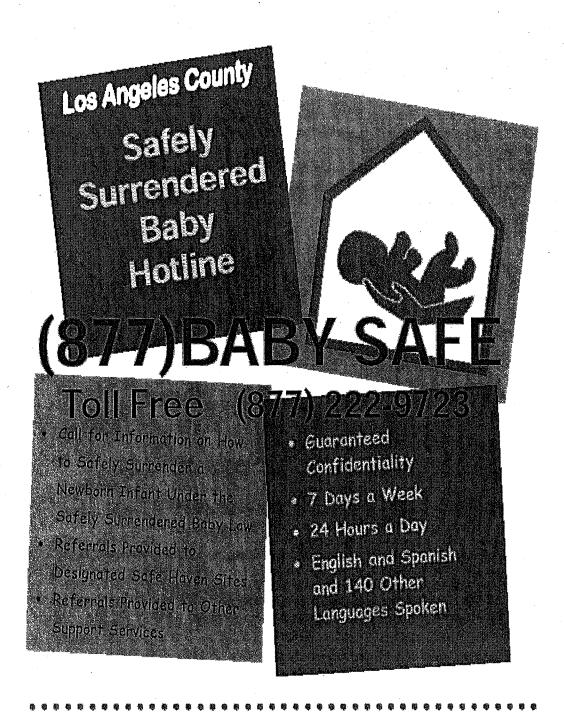
Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy closer't ever have to happen in California again.

### The Eighteerith Safety Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.
If you or someone you know is considering giving up a child, learn about your options.





INFO LINE of Los Angeles has been in business since 1981. INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.