



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

DAVID SANDERS, PH.D
Director

August 30, 2005

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

Board of Supervisors
GLORIA MOLINA
First District
YVONNE B. BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST TO APPROVE CONTRACT FOR PARKING ATTENDANT SERVICES
WITH ARROW PARKING. US
(SUPERVISORIAL DISTRICT 2) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that services provided under the attached Proposition A (Prop A) Contract continue to be more economically performed by Contractor than by County employees (Attachment A, Prop A Analysis).
2. Approve and instruct the Chair to sign the attached Contract (Attachment B) with Arrow Parking. US, commencing September 1, 2005 through July 31, 2009 with an option to extend for six additional months if such additional time is necessary to complete a new procurement process, for the provision of Parking Attendant Services for the Department of Children and Family Services (DCFS). The maximum annual contract sum is \$83,868. The maximum contract amount over the term of the contract, including the optional six month extension, will be financed using \$170,392 (46%) Federal funding, \$144,463 (39%) State funding, and \$55,562 (15%) net County cost (NCC). The cost for FY 2005-06 is \$69,890. Sufficient funding is included in the FY 2005-06 Adopted Budget.
3. Delegate authority to the Director of DCFS, or his designee, to execute amendments to increase or decrease the contract sum of the Contract by no more than ten percent (10%) of the original maximum contract sum to accommodate any unanticipated need for increased/decreased services provided: (1) sufficient funding is available; (2) prior County Counsel and Chief Administrative Office (CAO) approval is obtained; and (3) the Director of DCFS notifies the Board and the CAO in writing within ten workdays of execution of such amendment.

4. Delegate authority to the Director of DCFS, or his designee, to execute an amendment to exercise the option to extend the Contract up to six months if necessary to complete a new solicitation process provided: (1) sufficient funding is available; (2) prior County Counsel and Chief Administrative Office (CAO) approval is obtained; and (3) the Director of DCFS notifies the Board and the CAO in writing within ten workdays of execution of such amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current Contract expires on August 31, 2005. The purpose of the recommended actions is to ensure uninterrupted Parking Attendant Services on a daily basis, to ensure traffic is directed in this ten-level County leased tandem parking structure that includes two hundred and seventy (270) spaces, used by approximately 800 County employees in addition to a considerable number of authorized visitors and merchants.

The lease for this building expires in July 2009 and it is DCFS' intent to request that the Parking Attendant Services be included in the new lease. DCFS has approached the Internal Services Department (ISD) to explore the possibility of ISD providing the required service until July 2009, but DCFS' request could not be accommodated by ISD.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of delays in obtaining the response from the State of California, Department of Industrial Relations, Division of Labor Standards Enforcement regarding any possible labor violations on the contractor.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #2 (Workforce Excellence). Parking Attendant Services will help ensure employee safety and increased productivity.

FISCAL IMPACT/FINANCING

The Contract is a fixed fee contract; the monthly fixed fee is \$6,989. The cost of the Contract is financed using 46% Federal revenue, 39% State revenue, and 15% NCC. The maximum contract amount over the term of the contract, including the optional six month extension, is \$370,417 and will be financed using \$170,392 (46%) Federal funding, \$144,463 (39%) State funding, and \$55,562 (15%) net County cost (NCC).

The cost of the contract by fiscal year is as follows:

	<u>Federal</u>	<u>State</u>	<u>County</u>	<u>Total</u>
FY 2005-06	\$32,149	\$27,257	\$10,484	\$69,890
FY 2006-07	38,579	32,709	12,580	83,868
FY 2007-08	38,579	32,709	12,580	83,868
FY 2008-09	38,579	32,709	12,580	83,868
FY 2009-10	3,215	2,726	1,048	6,989
Optional Extension	19,290	16,354	6,290	41,934

The gross savings resulting from contracting out for Parking Attendant Services is \$14,991 annually, and \$66,210 (\$56,278 Federal/State, and \$9,932 NCC) over the term of the contract including the optional six month extension.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

Arrow Parking. US currently provides Parking Attendant Services. The current Contract expires on August 31, 2005.

The Contract incorporates language currently required in all County contracts. The Contractor is in compliance with all Board, Chief Administrative Officer and County Counsel requirements. The Contract expressly provides that the County has no obligation to pay for expenditures beyond the maximum contract amount. Further, the contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

The Department has reviewed and assessed the proposed contractor's past performance history of labor law violations, and the Contractor does not have any past violations. Auditor-Controller approval of the Prop A cost analysis is not required since the Contract amount is less than \$1 million.

The CAO and County Counsel have reviewed this Board letter. The Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

The most responsive and responsible Proposer who satisfied all requirements of the RFP was selected based on a Request for Proposals (RFP) released on May 20, 2005. DCFS placed newspaper advertisements regarding this solicitation as required by County and State laws in the Los Angeles Times, La Opinion, L.A. Sentinel, and Chinese Daily News, and posted the announcement on the County's open bids website (Attachment C). In addition, information on 43 prospective vendors was obtained from

public records, and verified by phoning each for the correct address, contact and facsimile numbers. DCFS sent facsimiles and mailed notification of the solicitation to these 43 vendors. Five vendors attended the Mandatory Proposer's Conference and walk through. Only one of the qualified Proposers submitted a proposal. DCFS has contacted the other four vendors who attended the conference to enquire about their reasons for not submitting proposals. They all stated that the RFP required submitting extensive paperwork and the resultant Contract would entail too much work from their companies' management in order to comply with the Living Wage Ordinance requirements. They did not find it worth their time or effort.

DCFS also contacted a considerable sample of the other vendors to whom the notification was sent by facsimile to find out why they did not participate in the solicitation process. Some companies have gone out of business or merged with other businesses, and some stated that they were simply not interested.

The submitted proposal underwent an evaluation process. The Proposer was found qualified, responsive and responsible, with no labor law violations, and DCFS has therefore proceeded with its recommendation to the Board to award the Contract to this vendor.

The award of this Contract is in full compliance with all Federal, State, and County regulations. All requirements of Los Angeles County Code Section 2.121.380 have been met.

DCFS has evaluated and determined that the Contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201), and pays a living wage to its full-time employees who will be providing services to the County under this Contract.

IMPACT ON CURRENT SERVICES

Approval of this Contract will allow for the continuation of Parking Attendant Services at a County leased location, 3075 Wilshire Blvd., Los Angeles, California 90010, without interruption. This is necessary for controlling, directing and monitoring all ingress/egress traffic, re-directing vehicles to the alternative parking structure when the lot becomes full, and for moving vehicles parked in tandem parking spaces.

CONCLUSION

Upon approval and execution of this Contract by your Board, it is requested that the Executive Officer-Clerk of the Board send an executed copy of the adopted Board Letter and any attachments to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

2. Arrow Parking. US
Attention: Mehran (Ron) Movahed, Vice President
256 S. Robertson Blvd.,
Beverly Hills, California 90211

3. Office of the County Counsel
Attention: Kathy Bramwell, Senior Deputy County Counsel
201 Centre Plaza Drive, Suite 1
Monterey Park, CA 91754

Respectfully submitted,



DAVID SANDERS, Ph.D.
Director

DS:AC:WC:RML:wk

c: Chief Administrative Officer
County Counsel

Attachments (3)

Arrow Parking Proposition A Analysis

	Item Number	Monthly Salary	Number Of Pos.	Annual Amount
Direct Cost:				
Salaries & Ebs				
Parking Lot Attendant	5993	2,196.55	3.0	\$ 79,076
Total Gross Salaries				79,076
Less Salary Savings @ 5%				(3,954)
Adjust Salaries				\$ 75,122
Add Employee Benefits 30%				22,537
Total Salaries & EBS				\$ 97,659
Services & Supplies				
Uniforms				\$ 400
Supplies & Materials				400
Administration Costs				400
Total Services & Supplies				\$ 1,200
Total Program Cost				\$ 98,859
Contract Amount (\$6,989/month*12)				83,868
Contract savings				\$ 14,991

	Total	FedState 85%	County 15%
Yearly Program Cost	\$ 98,859	\$ 84,030	\$ 14,829
Yearly Contract Cost	83,868	71,288	12,580
Yearly Contract Savings	<u>\$ 14,991</u>	<u>\$ 12,742</u>	<u>\$ 2,249</u>
3 Years & 11 months Program Costs	\$ 387,196	\$ 329,117	\$ 58,079
3 Years & 11 months Contract Costs	328,483	279,211	49,272
3 Years & 11 months Contract Savings	<u>\$ 58,713</u>	<u>\$ 49,906</u>	<u>\$ 8,807</u>

* Contract term September 1, 2005 to July 31, 2009

**PARKING ATTENDANT SERVICES
CONTRACT**

BETWEEN

THE COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

**ARROW PARKING. US
CONTRACTOR**

SEPTEMBER 1, 2005 TO JULY 31, 2009

Department of Children and Family Services
Contract Administration Services
425 Shatto Place, Room 400
Los Angeles, California 90020

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

**PARKING ATTENDANT SERVICES
CONTRACT**

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EXHIBITS:

Exhibit A	Statement Of Work: Explains in detail the work to be performed under the Contract
Exhibit B	Performance Requirements Summary (PRS) chart
Exhibit C	Pricing Schedule
Exhibit D	Line Item Budget
Exhibit D1	Budget Narrative
Exhibit E	Certification of Independent Price Determination
Exhibit F	County’s Administration
Exhibit G	CONTRACTOR’S Administration
Exhibit H	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit I	Determination of Contractor Non-responsibility and Contract Debarment Ordinance (Los Angeles County Code Chapter 2.202)
Exhibit J	Living Wage Ordinance (LWO)
Exhibit J1	LWO Notice to Employees

Exhibit K	LWO CONTRACTOR Acknowledgement & Statement of Compliance, & Labor/Payroll/Debarment History
Exhibit L	LWO CONTRACTOR Living Wage Declaration
Exhibit M	LWO CONTRACTOR Application for Exemption
Exhibit N	CONTRACTOR Staffing Plan
Exhibit O	Employee Health Care Plan (if applicable)
Exhibit P	User Complaint Report (UCR)
Exhibit Q	CONTRACTOR'S Equal Employment Opportunity Certification (EEO)
Exhibit R	Certification of "No Conflict of Interest"
Exhibit S	CONTRACTOR Employee Acknowledgement, Confidentiality, & Copyright Assignment Agreement (Required at the time of Contract Execution)
Exhibit T	CONTRACTOR Non-Employee Acknowledgement, Confidentiality, & Copyright Assignment Agreement (Required at the time of Contract Execution)
Exhibit U	Earned Income Credit (EIC) Internal Revenue Service Notice 1015
Exhibit V	Los Angeles County Community Business Enterprise form (CBE)
Exhibit W	County of Los Angeles Policy on Doing Business with Small Businesses
Exhibit X	Los Angeles County Jury Service Ordinance Certificate of compliance and CONTRACTOR Employee Jury Service "Application for Exemption & Certification" form
Exhibit Y	Safely Surrendered Baby Law Fact Sheet
Exhibit Z	Forms to be used on as-needed basis: <ul style="list-style-type: none"> 1) User Complaint Report (UCR) 2) Incident Report 3) Violation Notice 4) Alternate parking lot directions 5) Keys identification tag & sign in sheet for After-hours key retrieval 6) Non-employee Injury Report

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
ARROW PARKING. US
FOR
PARKING ATTENDANT SERVICES

This Contract and Exhibits made and entered into this _____ day of _____ 2005 by and between the County of Los Angeles, hereinafter referred to as COUNTY and Arrow Parking. US, hereinafter referred to as CONTRACTOR, located at 256 S. Robertson Blvd., Beverly Hills, California 90211.

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract Parking Attendant Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to Contract for services, and

WHEREAS, the COUNTY desires to provide Parking Attendant Services to the Department of Children and Family Services (DCFS) offices located at 3075 Wilshire Boulevard, Los Angeles, and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are vital and necessary to ensure adequate parking at that building and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them does agree as follows:

1.0 APPLICABLE DOCUMENTS

- 1.1 This Contract, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to this Contract, Section 8.3, "Changes and Amendments," and signed by both parties.
- 1.2 Exhibits A, B, C, D, D1, E, F, G, H, I, J, J1, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, and Z, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, or contents or description of any task, deliverable or product, between this Contract and the Exhibits, or among the exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work
Exhibit B	Performance Requirements Summary (PRS) chart
Exhibit C	Pricing Schedule
Exhibit D	Line Item Budget
Exhibit D1	Budget Narrative
Exhibit E	Certification of Independent Price Determination
Exhibit F	County's Administration
Exhibit G	CONTRACTOR'S Administration
Exhibit H	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit I	Determination of CONTRACTOR'S Non-responsibility and Contract Debarment Ordinance (Los Angeles County Code Chapter 2.202)
Exhibit J	Living Wage Ordinance (LWO)
Exhibit J1	LWO Notice to Employees
Exhibit K	LWO Acknowledgement & Statement of Compliance, & Labor/Payroll/Debarment History
Exhibit L	LWO CONTRACTOR Living Wage Declaration
Exhibit M	LWO CONTRACTOR Application for Exemption
Exhibit N	CONTRACTOR Staffing Plan
Exhibit O	Employee Health Care Plan (if applicable)
Exhibit P	User Complaint Report (UCR)
Exhibit Q	CONTRACTOR'S Equal Employment Opportunity Certification (EEO)
Exhibit R	Certification of "No Conflict of Interest"

- Exhibit S CONTRACTOR Employee Acknowledgement, Confidentiality, & Copyright Assignment Agreement (Required at the time of Contract Execution)
- Exhibit T CONTRACTOR Non-Employee Acknowledgement, Confidentiality, & Copyright Assignment Agreement (Required at the time of Contract Execution)
- Exhibit U Earned Income Credit (EIC) Internal Revenue Service Notice 1015
- Exhibit V Los Angeles County Community Business Enterprise form (CBE)
- Exhibit W County of Los Angeles Policy on Doing Business with Small Businesses
- Exhibit X Los Angeles County Jury Service Ordinance Certificate of compliance and CONTRACTOR Employee Jury Service “Application for Exemption & Certification” form
- Exhibit Y Safely Surrendered Baby Law Fact Sheet
- Exhibit Z Forms to be used on as-needed basis:
 - 1) User Complaint Report (UCR)
 - 2) Incident Report
 - 3) Violation Notice
 - 4) Alternate parking lot directions
 - 5) Keys identification tag & sign in sheet for After-hours key retrieval
 - 6) Non-employee Injury Report

2.0 DEFINITIONS

Unless otherwise apparent from the context in which they are used, the definitions of terms used throughout this document are included in the Exhibit A, Statement of Work, Section 2.0.

3.0 CONTRACTOR’S WORK

- 3.1 Pursuant to the provisions of this Contract, CONTRACTOR shall provide COUNTY with Parking Attendant Services as defined herein and as more fully set forth in Exhibit A - Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.
- 3.2 CONTRACTOR agrees that should CONTRACTOR provide any tasks, deliverables, goods, services, or other work, outside the scope of this Contract, such work shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and therefore, CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM AND TERMINATION

- 4.1 The term of this Contract shall commence on September 01, 2005 or date of approval by COUNTY Board of Supervisors, hereinafter referred to as the “Board”, whichever is later, and shall continue through July 31, 2009,

unless terminated earlier or extended, in whole or in part, as provided in this Contract.

- 4.2 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR sixty (60) days prior to the expiration of the contract term, after Chief Administrative Office (CAO) approval, for a period not to exceed six months beyond July 31, 2009, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.
- 4.3 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 8.37, "Payments and Invoices", and Section 8.36, "Notices", of this Contract, when this Contract is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses set forth in Sections 8.37, "Payments and Invoices", and 8.36, "Notices," of this Contract.

5.0 CONTRACT SUM

- 5.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit C, Pricing Schedule.
- 5.2 The total amount payable under this Contract is Three hundred Seventy Thousand, Four Hundred and Seventeen dollars (\$370,417) hereinafter referred to as "Maximum Contract Sum". The maximum annual contract amount for each year will be \$69,890 for FY 2005-06; \$83,868 for FY 2006-07, FY 2007-08, and FY 2008-09; and \$48,923 for FY 2009-10, assuming the optional six months extension is exercised.
- 5.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Line Item Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit D, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 8.3, "Changes and Amendments," hereof, CONTRACTOR shall prepare and submit an amended Budget.

- 5.4 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 5.5 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Section 8.35, Notices, of this Contract.
- 5.6 CONTRACTOR shall have no claim against COUNTY for payment of any 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, CONTRACTOR 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.
- 5.7 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections are designated in Exhibit F - COUNTY'S Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROGRAM DIRECTOR (CPD)

Responsibilities of the COUNTY'S Program Director include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Section 8.3, "Changes and Amendments;" and

- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S PROGRAM MANAGER (CPM)

Responsibilities of the COUNTY'S Program Manager include:

- Meeting with CONTRACTOR'S Program Manager on a regular basis; and
- Inspecting any and all tasks, or other work provided by or on behalf of CONTRACTOR.

COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY'S PROGRAM MONITOR

COUNTY'S Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to COUNTY'S Program Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 CONTRACTOR'S Project Manager is designated in Exhibit G "CONTRACTOR'S Administration." CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of CONTRACTOR'S Project Manager.

7.1.2 CONTRACTOR'S Project Manager shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Project Manager and Project Monitor on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Project Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY

specifications. Specifications may change at the discretion of COUNTY, and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY'S approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

- 7.3.2 CONTRACTOR shall notify COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible for retrieving and immediately destroying the staff's COUNTY photo identification badge at the time of removal from this COUNTY Contract.
- 7.3.3 If COUNTY requests the removal of a CONTRACTOR'S staff, CONTRACTOR is responsible for retrieving and immediately destroying the CONTRACTOR staff's COUNTY photo identification badge at the time of removal from working on this Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.4.1 At any time, prior to or during the term of this Contract, COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless of whether the CONTRACTOR'S staff passes or fails the background clearance investigation.
- 7.4.2 COUNTY may request that a CONTRACTOR'S staff be immediately removed from working on this COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through COUNTY conducted background clearance.
- 7.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR'S staff, who do not pass such investigation(s) to the satisfaction of COUNTY, whose background or conduct is

incompatible with COUNTY facility access, at the sole discretion of COUNTY.

- 7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CRIMINAL CLEARANCES

- 7.5.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.
- 7.5.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent Contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 7.5.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.6 CONFIDENTIALITY

- 7.6.1 CONTRACTOR shall maintain the confidentiality of all records and information, including the terms and conditions of the Contract, events or circumstances which occur during the course of CONTRACTOR's performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this CONTRACT in accordance with all applicable federal, State or local laws, ordinances, regulations and directives related to confidentiality.

- 7.6.2 CONTRACT shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 7.6.3 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors, providing services hereunder, of the confidentiality provisions of this Contract.
- 7.6.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit S, "CONTRACTOR Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement".
- 7.6.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit T, "CONTRACTOR Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement."
- 7.6.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.6.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.6.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

7.7 EMPLOYEE BENEFITS AND TAXES

- 7.7.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 7.7.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION OF RIGHTS

- 8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors, or the Director in the event the Director has the delegated authority to consent. Any unapproved assignment and/or delegation shall be null and void. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at DCFS' sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Los Angeles County Board of Supervisors or the Directors express prior written approval, may result in the termination of this Contract.
- 8.1.3 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute such COUNTY consent.
- 8.1.4 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding

upon both CONTRACTOR and upon any assignee/delegate thereof.

8.1.5 COUNTY'S consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for Contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State Contracting requirements for this or similar Contracts. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing the then current standard COUNTY documentation for this or similar Contracts.

8.1.6 Any payments by COUNTY to any delegate or assignee on any claim under this Contract shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which CONTRACTOR may have against COUNTY, whether under this Contract or otherwise.

8.2 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.3 CHANGES AND AMENDMENTS

8.3.1 The COUNTY reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by DCFS.

8.3.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and signed by CONTRACTOR and the Director after Chief Administrative Office approval. Approval of COUNTY Counsel must be obtained for any changes that affect the scope of work.

8.3.2.1 For purposes of Sections 8.3.1 and 8.3.2, a change materially alters a term or condition included in this Contract if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters

minimum requirements for prospective bidders, Proposers, or negotiating entities for this Contract; or (3) would result in a change in the Maximum Contract Sum set forth in Section 5.0, "Contract Sum", of this Contract.

8.3.2.2 Notwithstanding the provisions of Sections 8.3.1, and 8.3.2, the Director may, without further action by the County Board of Supervisors, prepare and sign amendments to this Contract which increase or decrease payments to CONTRACTOR provided any increases are commensurate with increases in the units of service being provided under this Contract under the following conditions:

8.3.2.2.1 COUNTY'S total payments to CONTRACTOR shall not increase or decrease more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Contract.

8.3.2.2.2 The County Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract.

8.3.2.2.3 Approval of County Counsel and the Chief Administrative Office is obtained prior to any such amendment to this Contract; and

8.3.3 The Director shall notify COUNTY'S Board of Supervisors, Chief Administrative Office, and County Counsel of all Contract changes, in writing, within (10) work days following execution of such amendment.

8.3.4 The County's Board of Supervisors or Chief Administrative Office or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Office. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by Los Angeles County Board of Supervisors or the Director in the event the Director

has the delegated authority to execute, after Chief Administrative Office approval.

- 8.3.5 The Director of DCFS may, at his/her sole discretion, authorize extensions of time as defined in Section 4.0, "Term and Termination". The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by Los Angeles County Board of Supervisors or the Director in the event the Director has the delegated authority to execute.

8.4 CHILD ABUSE PREVENTION REPORTING

- 8.4.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.4.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
- 8.4.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
 - 8.4.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.
 - 8.4.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

8.5 CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

- 8.5.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contracts 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.
- 8.5.2 As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting 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 in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department 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).

8.6 COMPLAINTS/CLIENT GRIEVANCES

- 8.6.1 CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request. Upon request, CONTRACTOR must make available to clients the "User Complaint Report (UCR)" form included in this Contract as Exhibit Z, Form 1.
- 8.6.1.1 CONTRACTOR shall develop and operate procedures for receiving, investigating and responding to complaints. Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

- 8.6.1.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business Days.
- 8.6.1.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.6.2 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five (5) business Days of receiving the complaint.
- 8.6.3 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.4 Copies of all written responses shall be sent to the COUNTY's Program Manager within three (3) business Days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS

- 8.7.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State, and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
 - 8.7.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

8.7.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.7.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

8.7.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

8.7.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents or Subcontractors, of such laws, regulations, rules, policies, standards or ordinances as described in this Section 8.7, "Compliance with Applicable Laws."

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that that no persons shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national original, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contractor under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit Q, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

8.9 COMPLIANCE WITH 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, a copy of which is attached hereto as Exhibit X, and incorporated by reference into and made a part of this Contract.

8.9.1 Written Employee Jury Service Policy

8.9.1.1 Unless CONTRACTOR has demonstrated to 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 CONTRACTOR qualifies for an exception to the Jury Service Program (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 (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.9.1.2 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 forty (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 ninety (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 8.9. The provisions of this Section 8.9 shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

8.9.2 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 term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to 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.

- 8.9.3 CONTRACTOR'S violation of this Section 8.9 may constitute a material breach of this 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.

8.10 COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Community Business Enterprise Program Certification Application, which is attached as Exhibit V.

8.11 CONFLICT OF INTEREST

- 8.11.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY'S approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY'S approval or ongoing evaluation of such work.

- 8.11.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR

warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated, and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

8.12 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

8.12.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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 term of this Contract.

8.13 CONSIDERATION OF FORMER FOSTER YOUTH FOR EMPLOYMENT

8.13.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 8.12 and 8.14, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR'S firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
ATTN: Division Chief, Emancipation Services Division
425 Shatto Place, Suite 500
Los Angeles, California 90020
FAX: (213) 637-0036

8.13.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date

of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

8.13.3 CONTRACTOR is exempt from the provisions of this Section 8.13 if it is a governmental entity.

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

8.14.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in 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. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

8.14.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.15 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.15.1 Responsible Contractor

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 COUNTY'S policy to conduct business only with responsible Contractors.

8.15.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other Contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY Contracts for a specified period of time not to exceed

three (3) years, and terminate any or all existing Contracts CONTRACTOR may have with COUNTY.

8.15.3 Non-Responsible Contractor

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 a term of a Contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, 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 COUNTY or any other public entity.

8.15.4 Contractor Hearing Board

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

8.15.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment.

8.15.4.3 CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.15.4.4 After consideration of any objections, or if no objections are submitted, 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 Contractor Hearing Board.

8.15.5 Subcontractors of Contractors

These terms shall also apply to proposed Subcontractors of Proposers on COUNTY Contracts.

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which 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/correction action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.17.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations.

CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

8.19 EVENTS OF DEFAULT

8.19.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

8.19.1.1 CONTRACTOR has made a misrepresentation of any required element in the proposal submitted in response to the Request for Proposals; or

8.19.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract, or fails to make progress so as to endanger performance of any term of any terms of this Contract.

8.19.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

8.19.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed 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 filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

8.19.2.2 The filing of a voluntary petitions in bankruptcy;

8.19.2.3 The appointment of a Receiving or Trustee for CONTRACTOR;

8.19.2.4 The execution by CONTRACTOR of an assignment

for the benefit of creditors.

8.19.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

8.20 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by CONTRACTOR'S employees for which COUNTY may be found jointly or solely liable.

8.21 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000.00) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver it to COUNTY upon COUNTY'S written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

8.22 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

8.22.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contract Administrator prior to commencing services under this Contract, at the following address:

County of Los Angeles,
Department of Children and Family Services
Contracts Administration
Attention: Wedad Khalil, Contracts Analyst
425 Shatto Place, Room 400
Los Angeles, California 90020

Such certificates or other evidence shall:

- 8.22.1.1 Specifically identify this Contract.
- 8.22.1.2 Clearly evidence all coverage required in this Contract.
- 8.22.1.3 Contain the express condition that 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.
- 8.22.1.4 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 insured(s) for all activities arising from this Contract.
- 8.22.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require 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.

8.22.2 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 COUNTY.

8.22.3 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.22.4 Notification of Incidents, Claims or Suits

CONTRACTOR shall report to COUNTY:

8.22.4.1 Any accident or incident relating to services performed under this Contract 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 twenty four (24) hours of occurrence.

8.22.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract

8.22.4.3 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.

8.22.4.4 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 Contract.

8.22.5 Compensation for COUNTY Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.22.6 Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

8.22.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

8.22.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.23 INSURANCE COVERAGE REQUIREMENTS

8.23.1 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 and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.23.2 Automobile Liability and Garage keepers' Legal Liability Insurance

(Written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", and shall be endorsed to include Garage keeper's Legal Liability, or, a separate Garage keeper's Legal Liability policy (written on ISO form CA 00 05 or its equivalent) may be maintained in lieu of the endorsement with limits of not less than

one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate for the Property location."

8.23.3 Workers' Compensation and Employer's 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

8.24 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, 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.

8.25 GOVERNING LAWS, JURISDICTION AND VENUE

This Contract shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles, California.

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Contract is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between COUNTY and CONTRACTOR. The employee and agents of one party

shall not be or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.26.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.26.3 CONTRACTOR understands and agrees that all persons furnishing services to COUNTY, pursuant to this Contract, are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

8.27 INTERPRETATION OF CONTRACT

8.27.1 Captions and Section Headings

Each section and certain subsections of this Contract have been supplied with captions, which serve only as guides to the contents. The captions do not control the meaning of any section or subsection or in any way determine this Contract's interpretation or meaning.

8.28 LIQUIDATED DAMAGES

8.28.1 If, in the judgment of the Department Head, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from COUNTY will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.28.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by CONTRACTOR over a certain time span, the Department Head will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:
- a) Deduct from CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, attached herewith as Exhibit B, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY'S payment to CONTRACTOR; and/or
 - c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.
- 8.28.3 The action noted in Sub-section 8.28.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.
- 8.28.4 This Sub-section shall not, in any manner, restrict or limit COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 8.24, "Indemnification", and shall not, in any manner, restrict or limit COUNTY'S right to terminate this Contract as agreed to herein.

8.29 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered on COUNTY'S WebVen. Prior to a Contract award, all potential Contractors must register on COUNTY'S WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the following COUNTY website Vendor Registration page:

http://lacounty.info/doing_business/vendor_reg.htm.

(There are underscores in this address between the words 'doing/business' and 'vendor/reg').

8.30 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR'S prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY

8.31 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.31.1 CONTRACTOR certifies and agrees that all persons in its employ, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by it without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, Physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.31.2 CONTRACTOR shall certify to, and comply with, the provisions of the "Contractor's EEO certification", attached herewith as Exhibit Q.

8.31.3 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- 8.31.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.31.5 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.31.6 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.31.7 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 8.31.8 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to termination this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.31.9 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

8.32 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources

8.33 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Contract has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

8.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME 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 Services Notice 1015, attached hereto as Exhibit U.

8.35 NOTICES

8.35.1 All notices to COUNTY shall be given, in writing, enclosed and mailed in a sealed postage-prepaid envelope addressed to the intended party. All notices shall be sent, in duplicate, to the following address:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to:

Agency Name Arrow Parking. US
Street Address 256 S. Robertson Blvd.
City, State & Zip Beverly Hills, California 90211
Attention Ron Movahed, Vice President

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

- 8.35.2 All notices may also be given, by personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient.

8.36 INVOICES AND PAYMENTS

- 8.36.1 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of the Contract. The CONTRACTOR's payments shall be as provided in Exhibit C, Pricing Schedule, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payments shall be due to the CONTRACTOR for that work.
- 8.36.2 CONTRACTOR's invoices shall be priced in accordance with Attachment C, Pricing Schedule.
- 8.36.3 CONTRACTOR's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 8.36.4 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) Days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than sixty (60) Days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree

that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) Days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) Days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

8.36.5 All invoices under this Contract shall be submitted in duplicate to the following address:

8.36.6 CONTRACTOR shall send original invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Ron Sherlock, Program Manager
800 S. Barranca Ave.
Covina, CA 91723

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Finance Division, Contract Payment Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

8.36.7 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.

8.36.8 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-133, Financial Accounting Principles and Standards. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

8.36.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the

CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

8.36.10 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.

8.36.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) Days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

8.36.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

8.37 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.38 PUBLIC RECORDS ACT

8.38.1 Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Section 8.40, "Record Retention and

Inspection/Audit Settlement,” as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential” or “proprietary.” COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.38.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret,” confidential”, or “proprietary,” CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.39 Publicity

- 8.39.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR’S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publicizing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner.
- During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed, in the event no adverse comments are received in writing, two (2) weeks after submittal.

- 8.39.2 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a Contract to provide services, provided, however, that the requirements of this provision shall apply.

8.40 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.40.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for Contract accounting described in the "Auditor-Controller Contract Accounting and Operating Handbook," attached hereto as Exhibit H. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance under this Contract.
- 8.40.2 CONTRACTOR agrees that COUNTY and its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY'S sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California

Department of Social Services Manual of Policy and Procedures, Section 23-353.

- 8.40.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Contract by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S Auditor-Controller within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.40.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 44.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspect this Contract.
- 8.40.5 If, at any time during the term of this Contract, or within five (5) years after the expiration or termination of this Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder, and if such audit finds that COUNTY'S dollar liability for such services is less than the actual payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at COUNTY'S discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY in cash payment; or (2) at COUNTY'S option, credited against future payments to be made hereunder to CONTRACTOR. If such audit finds that COUNTY'S dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY, provided that in no event shall COUNTY'S maximum obligation for this Contract exceed the Maximum Contract Sum.

8.41 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

8.42 SAFELY SURRENDERED BABY LAW

8.42.1 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

8.42.2 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall 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 Y, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.43 SUBCONTRACTING

8.43.1 The requirements of this Contract may not be subcontracted by CONTRACTOR without the advance approval of the COUNTY. Any attempt by CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.43.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY'S request:

8.43.3 A description of the work to be performed by the Subcontractor;

8.43.3.1 A draft copy of the proposed Subcontract; and

8.43.3.2 Other pertinent information and/or certifications requested by COUNTY.

- 8.43.4 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 8.43.5 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR'S proposed Subcontract.
- 8.43.6 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 8.43.7 COUNTY's CPM is authorized to act for and on behalf of COUNTY with respect to approval of any Subcontract and Subcontractor employees.
- 8.43.8 COUNTY'S Program Manager is authorized to act for and on behalf of the COUNTY WITH RESPECT TO APPROVAL OF ANY SUBCONTRACT AND Subcontractor employees.
- 8.43.9 CONTRACTOR shall obtain the following from each Subcontractor before any subcontractor employee may perform any work under any subcontract of this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
 - 8.43.9.1 An executed Exhibit S, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 8.43.9.2 Certificates of Insurance, which establish that the Subcontractor maintains all the programs of insurance required by Sections 8.23, Insurance Coverage Requirements, of this Contract, and
 - 8.43.9.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract This Tax Identification Number shall not

be identical to the CONTRACTOR's Tax Identification Number.

- 8.43.10 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 8.43.11 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but no limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 8.43.12 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 8.43.13 CONTRACTOR shall be solely liable and accountable for any and all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY'S consent to subcontract.

8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subsection 8.5, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute 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 ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Sub-section 8.45 - Termination for Contractor's Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202

8.45 TERMINATION FOR CONTRACTOR'S DEFAULT

- 8.45.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if in the judgment of COUNTY's Program Manager:
 - 8.45.1.1 CONTRACTOR has materially breached this Contract;

8.45.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

8.45.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.45.2 In the event COUNTY terminates this Contract in whole or in part as provided in Section 8.45.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 8.45. Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 8.45.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of cases beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section 8.45.2, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) any tier.

- 8.45.3 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 8.45.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 8.45.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 8.45.4 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.24, Indemnification.
- 8.45.5 The rights and remedies of the COUNTY provided in this Section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Contractor Insolvency

- 8.46.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.46.1.1 Insolvency of CONTRACTOR. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- 8.46.1.2 The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;
 - 8.46.1.3 The appointment of a Receiver or Trustee for CONTRACTOR; or
 - 8.46.1.4 The execution by CONTRACTOR of a general assignment for the benefit of creditors.
- 8.46.2 The rights and remedies of COUNTY provided in this Sub-section 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract

8.47 TERMINATION FOR CONVENIENCE

- 8.47.1 this Contract may be terminated in whole or part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.
- 8.47.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 8.47.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.47.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Section 8.40, Record Retention and Inspection/Audit Settlement.

8.48 TERMINATION FOR IMPROPER CONSIDERATION

- 8.48.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of 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 CONTRACTOR'S performance pursuant to the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.48.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee 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 (800) 544-6861.

8.48.3 Among other items, such improper consideration may take the form of: cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

8.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the even that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.50.1 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Contract. COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.51 VALIDITY

The invalidity, unenforceability, or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

8.52 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 WARRANTY AGAINST CONTINGENT FEES

8.53.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract for either a flat fee, a percentage commission or any other form of remuneration.

8.53.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.54 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State, and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

8.55 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

8.56 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

8.56.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit H, Auditor-Controller Contract Accounting and Administration Handbook.

8.56.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

8.57 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the COUNTY'S 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 J, and incorporated by reference into and made a part of this Contract.

9.1.1 Payment of Living Wage Rates

9.1.1.1 Unless CONTRACTOR has demonstrated to 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 Living Wage 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 Employee's services provided to the COUNTY under this Contract.

9.1.1.1.1 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

9.1.1.1.2 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 this 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.

- 9.1.1.2 For purposes of this Section, "Contractor" includes any Subcontractor engaged by CONTRACTOR to perform services for the COUNTY under this Contract. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall be subject to the provisions of this Section 9.1. The provisions of this Section 9.1 shall be inserted into any such Subcontract Contract and a copy of the Program shall be attached to this Contract. "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 this 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.
- 9.1.1.3 If CONTRACTOR is required to pay a living wage when the term of this Contract commences, CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.1.4 If CONTRACTOR is not required to pay a living wage when the term of this 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 term of the Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that CONTRACTOR continues to qualify for an exception to the Living Wage 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.

9.1.2 CONTRACTOR'S Submittal of Certified Monitoring Reports

CONTRACTOR shall submit 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.

9.1.3 CONTRACTOR'S Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this 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 a 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 CONTRACTOR'S Contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of CONTRACTOR'S operations in California.

9.1.4 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of twenty-four (24) hours written notice, the COUNTY may audit, at CONTRACTOR'S place of business, any of CONTRACTOR'S records pertaining to this 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 this 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.

9.1.5 Notification to Employees

CONTRACTOR shall place COUNTY-provided living wage posters at each of CONTRACTOR'S places 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 posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.6 Enforcement and Remedies

If CONTRACTOR fails to comply with the requirements of this Section 9.1, the COUNTY shall have the rights and remedies described in this Section 9.1 in addition to any rights and remedies provided by law or equity.

9.1.6.1 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 this Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

9.1.6.1.1 Withholding of Payment

If CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, 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 COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation

9.1.6.1.2 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 liquidated damages from any payments otherwise due CONTRACTOR.

9.1.6.1.3 Termination

CONTRACTOR'S failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract.

9.1.6.2 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 this Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

9.1.6.2.1 Withholding of 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.

9.1.6.2.2 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 agree 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 \$50.00 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct assessed liquidated damages from any payments otherwise due CONTRACTOR.

9.1.6.2.3 Termination

CONTRACTOR'S failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract.

9.1.6.3 Debarment

In the event CONTRACTOR breaches a requirement of this Section 9.1, 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.

9.1.7 Use of Full-Time Employees

CONTRACTOR shall assign and use full-time Employees of CONTRACTOR to provide services under this 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 this Contract. It is understood and agreed that CONTRACTOR shall not, under any circumstances, use non-full-time Employees for services provided under this Contract unless and until the COUNTY has provided written authorization for use of same. CONTRACTOR submitted with its proposal a full-time Employee staffing plan. CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

9.1.8 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 section may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract.

9.1.9 CONTRACTOR Standards

During the term of this 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.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

PARKING ATTENDANT SERVICES CONTRACT

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

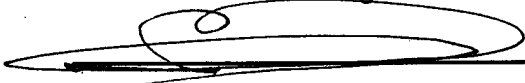
COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By Arrow Parking. US
CONTRACTOR- Legal Name of Agency

By  _____

Name Mehran (Ron) Movahed

Title Vice President

By _____

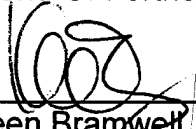
Name _____

Title _____

72-153-6454
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
Raymond G. Fortner, Jr., County Counsel

BY  _____
Kathleen Bramwell, Senior Deputy County Counsel

**PARKING ATTENDANT SERVICES
CONTRACT**

BETWEEN

THE COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

**ARROW PARKING.US
CONTRACTOR**

SEPTEMBER 1, 2005 TO JULY 31, 2009

EXHIBIT A – STATEMENT OF WORK

Department of Children and Family Services
Contract Administration Services
425 Shatto Place, Room 400
Los Angeles, California 90020

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

**PARKING ATTENDANT SERVICES
Exhibit A - STATEMENT OF WORK**

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Exhibit A - STATEMENT OF WORK

1.0 PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County's and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County's Strategic Plan eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing that no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door"- wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- ✓ The County service system endeavors to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together to achieve substantial progress towards making the system more strength-based, family-focused, culturally-competent, easily-accessible, user-friendly, as well as responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information,

resources, and best practices while protecting the privacy rights of families.

- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service, satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the trend towards service integration and a seamless service delivery system.
- ✓ The County human services system embraces a commitment to the disciplined pursuit of results-accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services, i.e. is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction** Standards in support of improving outcomes for children and families:

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers

- Be responsive to cultural and linguistic diversities
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Reach out to the community and promote available services
- Involve families in service plan-development
- Follow up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 SCOPE OF WORK

- 2.1 The Contractor shall provide parking attendant services to DCFS, Monday through Friday, from 7:30 A.M. to 6:00 P.M., excluding weekends and County recognized holidays.
- 2.2 The Contractor shall provide qualified parking attendants and supervision to operate one (1) non-revenue ten level (including roof) parking structure containing two hundred and seventy (270) parking spaces reserved for DCFS employees and authorized guests, located at 3075 Wilshire Blvd., Los Angeles, CA 90010.

3.0 DEFINITIONS

The following terms as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

1. **Attendant** means a Contractor's employee who directs patrons'/vehicles entering/exiting parking facilities, and moves cars when needed.
2. **Carpool Vehicle** means a vehicle used for ride sharing by several employees, and displaying a permit for that purpose.
3. **Commercial Vehicle** means a delivery vehicle authorized by the County's Program Manager to park in the structure for the duration of unloading and delivery of merchandise.
4. **The Contract** means the agreement entered into between the County of Los Angeles & the business that provides the service.
5. **Contract Discrepancy Report (CDR)** means a document written by the Contract Monitor, CPM, or designee, to identify key performance indicators of the contract that the Contractor has not met the during the contract term. The CDR requires a response from the Contractor explaining the problem and outlining the remedial action being taken to resolve the problem.
6. **Contract Start Date** means the date the Contractor begins work in accordance with the terms of the Contract.
7. **The Contractor** means the Proposer found responsive and qualified, and to whom the County offers a Contract.
8. **Contractor's Complaint Policy and Procedures** means the Contractor's Complaint Policy and Procedure for receiving, investigating and responding to user complaints. This Policy and Procedures must be submitted, to the County's Program Manager, within ten (10) business days after award of the Contract.
9. **Contractor's Project Manager** means the Contractor's officer or employee responsible for administering the Contract after award.
10. **The County** means the County of Los Angeles.

11. **County's Finance Office "Finance"** means the office designated by the Department of Children and Family Services as being responsible for processing the Contractor's invoices.
12. **Day or Days**, whether singular or plural, whether with initial letter capitalized or not, mean calendar days, and not business or workday, unless otherwise specifically stated.
13. **DCFS** means the County's Department of Children and Family Services.
14. **Director** means the director of DCFS, or an authorized representative thereof.
15. **Fiscal Year(s)** mean County's Fiscal Year, which begins July 1st, and ends the following June 30th.
16. **Guest Parking** means individuals who do not have regular permits for parking in the structure, but whose names will be provided, verbally or in writing, by the CPM or designee.
17. **Handicapped Parking** means parking spaces that meet requirements under the ADA and are identified in blue and with ADA symbol marking.
18. **Incident** means any occurrence involving theft, bodily injury, property damage, or vandalism, and any occurrence involving fire or law enforcement authorities.
19. **Job Performance Standards and Review** means the standards used to evaluate the Contractor's job performance derived from the Contract, Statement of Work, and the Contractor's Quality Control Plan (QCP). These standards shall be used to identify and ensure that the key performance indicators of the Contract are met by the Contractor.
20. **Performance Requirements Summary (PRS)** means Exhibit B, which identifies key performance indicators of the contract that will be evaluated by the County and ensure these indicators are met by the Contractor and sets forth deduction/fees to be applied in case of the Contractor's default.
21. **Project** means the work to be performed by the Contractor as defined in this Exhibit A, "Statement of Work."

22. **Quality Control Program (QCP)** means all necessary measures taken by the Contractor to ensure that quality of service will meet the Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency and conformance to the requirements set forth in this Statement of Work document.
23. **Subcontract** means a contract by which a third party agrees to provide services or materials necessary to fulfill, in whole or in part, the original Contract between the County and the Contractor.
24. **Subcontractor** means a third party which agrees to provide services or materials necessary to fulfill, in whole or in part, the original Contract between the County and the Contractor.
25. **User Complaint Report (UCR)** means a report prepared by County personnel or the Public to inform the Quality Assurance Evaluator of incidents involving faulty performance by the Contractor, or which do not meet or satisfy the Job Performance Standards and Review.

4.0 PROGRAM ADMINISTRATION

4.1 COUNTY PERSONNEL

The County will designate a Program Director (CPD), a Program Manager (CPM), and a Program Monitor from DCFS, to administer the terms of this Contract.

4.1.1 **County's Program Director (CPD)** is authorized to make changes in the terms and conditions of this Contract in accordance with the Contract, Subsection 8.3, "Change Notices and Amendments;" resolve disputes, and provide direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

4.1.2 **County's Program Manager (CPM)** has full authority to act for the COUNTY on all contract matters, including: 1) overseeing and administering this Contract and the work performed under it; 2) providing a technical assistance to ensure that the Contractor meets or exceeds minimum requirements and Contract objectives.

4.1.2.1 For the term of this Contract, the CPM is designated in Exhibit F, "County's Administration." If the CPM is changed by DCFS during the term of this Contractor, the Contractor will be notified, within five (5) working

days, of the new CPM's name and phone number. The CPM will provide the Contractor with the name and phone number of the CPD.

4.1.2.2 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate County in anyway whatsoever beyond the terms of this Contract.

4.1.2.3 The CPM reports to the CPD.

4.1.3 County's Program Monitor shall be responsible for the daily operation at the facility. The Program Monitor shall interface with the Contractor's personnel daily to identify and resolve all operational issues related to parking permits, guest parking, parking violations, and other user requirements.

4.1.3.1 The Program Monitor is responsible for providing County-supplied forms to the Contractor's staff.

4.1.3.2 The Program Monitor shall be designated by, and shall report to the CPM.

4.2 CONTRACTOR'S PERSONNEL

4.2.1 Contractor's Project Manager

No later than five (5) working days after the Contract award, the Contractor shall provide the name and telephone number of its full time Project Manager who shall supervise the Contractor's staff in the performance of this Contract. The Contractor's Project Manager shall be designated in Exhibit G, "Contractor's Administration." The Project Manager shall provide in writing the name and phone number of an alternate who can act for the Contractor when the Project Manager is absent. In the event that any change in this information occurs during the term of the Contract, The Contractor shall report such change to the CPM within five (5) working days.

4.2.1.1 The Contractor's Project Manager or alternate shall be available to authorized DCFS personnel during normal work hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, except County recognized holidays.

- 4.2.1.2 The Contractor's Project Manager shall attend periodic on-site monthly consultation meetings with the CPM.
- 4.2.1.3 The Contractor shall provide the County with the names and telephone numbers of primary and back-up emergency after-hours representatives (if other than the Contractor's Project Manager or alternate) no later than five (5) business days after the Contract award.
- 4.2.1.4 The Contractor's Project Manager and alternate(s) must be able to effectively read, write, speak and understand English.

4.2.2 **Parking Attendants**

The Contractor will be responsible for providing sufficient competent parking attendants, with a minimum of three (3) attendants at a time, in order to perform the tasks set forth in Section 6.0 in this Statement of Work.

- 4.2.2.1 The Contractor shall provide the CPM with the names of the Contractor's authorized parking attendants, both primary and alternate, who are assigned to this Contract. The information shall be provided no later than five (5) business days after the Contract award. The Contractor shall advise DCFS of any changes in personnel that may affect the operation of the Contract within one (1) business day.
- 4.2.2.2 Parking attendants must be must be at least eighteen (18) years of age, U.S. citizens or legally permitted to work in the United States and able to read, write, speak and understand English in a sufficient manner to effectively perform the required services.
- 4.2.2.3 Parking attendants shall wear neat, clean uniforms shirts, pants or skirts. No shorts are permitted. Uniform shirts shall include company name/logo. All uniforms will be provided by and at the Contractor's expense.
- 4.2.2.4 The Contractor shall ensure that all parking attendants performing services under this Contract have good

driving records including a valid California driver's license, no incidents of driving under the influence of alcohol or drugs and no excessive accidents or tickets or any criminal convictions prohibited under this contract. The Contractor must provide a copy of the Department of Motor Vehicles (DMV) clearance of parking attendants upon the request of the CPM.

- 4.2.2.5 The CPM may, at his sole discretion, direct the Contractor to remove from the facility and replace any Contractor's employee whom the CPM determines has performed acts that are inimical to the interest of DCFS or which otherwise made it inappropriate for such persons to be assigned to Parking Attendant Services.

5.0 COUNTY RESPONSIBILITIES

- 5.1 The County shall provide the electronically operated equipment needed for access/exit at the entrance of the parking structure.
- 5.2 The County shall furnish the Contractor with two (2) attendant booths, each fully equipped with electricity, air conditioning, air fan, portable heater, phone and chair. Those booths are located on the ground and roof levels respectively. The County shall pay for all the utilities used by the Contractor in operating the parking structure.
- 5.3 The CPM shall provide the Contractor's Project Manager with a list and description of all parking permits whose holders are permitted to park in this parking structure. On an ad hoc basis, the CPM, Program Monitor, or designee shall provide the parking attendants with names of individual guests and merchants who will be visiting or making deliveries at this DCFS facility.

6.0 CONTRACTOR RESPONSIBILITIES

- 6.1 The Contractor shall maintain ongoing and continuous contact with DCFS from a Los Angeles County-based office and telephone number.
- 6.2 Two weeks prior to start work date for this Contract, and whenever new Contractor's staff are assigned to work under this Contract, the Contractor must work with the CPM to schedule appointments for these personnel to undergo a County conducted background check. The Contractor shall be

responsible for all expenses related to the background checks, which will be deducted by DCFS from the Contractor's invoice(s).

- 6.3 The Contractor shall provide all personnel assigned to this Contract with photo identification badges in accordance with the County's specifications. Contractor personnel, entering a County facility or its grounds while on duty, shall prominently display their photo identification badges on the upper part of the body. The Contractor shall notify the Program Monitor, in writing, within one (1) business day when staff is terminated from working under this Contract, and shall promptly retrieve the staff's photo identification badge.
- 6.4 The Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives, and shall ensure its personnel report to their work station on time as scheduled so as to ensure that the parking structure is always manned during operational hours.
- 6.5 The Contractor shall remove and replace any personnel assigned to the parking facility within four (4) hours of demand by the CPM.
- 6.6 The Contractor shall furnish and maintain safety supplies and equipment, including first aid kits, flashlights, arrows and directive signs, parking cones and fire extinguishers as well as wireless communication devices, in the parking structure and kiosks. The Contractor shall maintain, repair and replace any damaged safety equipment
- 6.7 The Contractor shall provide training to its personnel in their assigned tasks and in the use and safe handling of the facility equipment. Ongoing training shall also include basic safety equipment training, and customer service training. All Contractor personnel must work according to OSHA standards. The Contractor must comply with the Injury and Illness Prevention Program (IIPP) standards, and maintain compliance records as required by Section 3203 of Title 8 in the California Code of Regulations. The Contractor shall provide proof of training and IIPP records upon DCFS' request.
- 6.8 The Contractor shall make available to its employees copies of all forms that may be used in the course of performing their duties under this Contract. All these forms are provided in Exhibit Z.

- 6.9 The Contractor shall enforce its comprehensive Quality Control Plan, as required and stated in the Contract. The Project Director or designee shall perform ongoing inspection of all services listed in the Performance Requirements Summary, and shall immediately correct any problem.
- 6.10 The Contractor shall establish a method of ensuring continuing services to the County in the event of a strike by the Contractor's employees working under this Contract.
- 6.11 The Contractor shall not schedule or conduct any meetings or negotiations under any agreement on behalf of the County or DCFS.
- 6.12 The Contractor is prohibited from using the site to conduct any business not directly related to or are required by this Contract.
- 6.13 The Contractor shall comply with all applicable rules, regulations, ordinances, statutes and laws pertaining to the operation of a Parking Attendant Services, as may now be in effect or as any of them may be amended from time to time.
- 6.14 The Contractor may be assigned additional tasks, that are parking-related, by the CPM.
- 6.15 The Contractor shall fully comply with federal statutes and regulations regarding employment of aliens, and shall certify to DCFS that the Contractor and its employees assigned to the resultant Contract fully meet the standards imposed by federal statutes and regulations.
- 6.16 The Contractor will indemnify, defend and hold the County harmless from any violation of federal statutes and regulations pertaining to employment of aliens. The Contractor is responsible for quality control and must certify that the quality review is completed.

7.0 SPECIFIC PARKING ATTENDANT DUTIES

The Contractor's Parking Attendants assigned to this DCFS parking site shall:

- 7.1 Perform all duties in a professional manner and maintain a courteous, respectful attitude with each parking patron.
- 7.2 Ensure the parking facility, gates, doorways, and/or chains are open, closed/locked, within five (5) minutes of scheduled time, at the beginning

and/or and end of each workday, and secure/lock the attendants' booths when not in use and at the end of the day.

- 7.3 Check the electronically operated entrance/exit equipment on a daily basis and inform the Program Monitor, CPM or designee, in writing, using the Incident Report form, within one (1) hour, when the equipment needs repair.
- 7.4 Oversee and direct the entry and exit of all vehicles through the electronically operated gate at the parking structure to ensure a smooth flow of incoming and exiting traffic. Ensure the entrance to the parking structure is not left unsupervised by an Attendant for more than five (5) minutes throughout the workday while the parking lot is open.
- 7.5 Screen incoming vehicles for proper parking permits, and accommodate County and non-County guest parking, as authorized by the CPM or designee, using a key card or manual over-ride.
- 7.6 Ensure vehicles do not obstruct the entrance to the parking structure or the traffic flow inside it.
- 7.7 Provide directions to the alternate parking lot, when the parking structure becomes full, using the map provided as Exhibit Z, Form 4. Attendants shall ensure that vehicles retreat so that there will be no traffic buildup on the street at the entrance to the parking lot. If needed, the "City Parking Enforcement" should be called to ensure such retreat. The alternate DCFS parking lot is located at:

3223 W. Sixth Street
Los Angeles, CA 90020
(Corner of Sixth Street and New Hampshire Ave.)
- 7.8 Ensure all incoming vehicles are without serious visible defects.
- 7.9 Ensure all vehicles are operated within the posted speed limit for the parking structure.
- 7.10 Install parking cones and arrows, as needed, for clarity of direction, and replace damaged and soiled parking cones.
- 7.11 Ensure the appropriate parking permits are visibly displayed on the rear view mirror or on the dashboard of all vehicles in the parking lot.

- 7.12 Ensure color-coded parking permits/tags in parked vehicles correspond with the designated areas. Notify CPM or designee of any discrepancies.
- 7.13 Ensure the proper spots are being used for "Compact", "Handicapped", and "Carpool" vehicles.
- 7.14 Maintain parking space(s) and make them available for commercial vehicles, authorized by the CPM, when needed.
- 7.15 Ensure individual parking does not extend outside the marked spaces.
- 7.16 Issue Notices of parking regulations violations, with copies to CPM. Sample is included herein as Exhibit Z, Form 3.
- 7.17 Move or park vehicles in the aisles, to facilitate entry/exit of other vehicles, as necessary.
- 7.18 Park vehicles in tandem areas located on levels 1, 3, 7, 9 and roof, when needed.
- 7.19 Contact the CPM for prior approval to tow or move vehicles where no key has been provided.
- 7.20 Secure the keys for tandem-parked vehicles, with identifying tags, in locked key boxes located on ground and roof levels. Immediately locate and return those keys, in exchange for the corresponding tags presented by the vehicles' drivers. The Contractor shall provide the key identification tags, using the sample provided in Exhibit Z, Form 5.
- 7.21 Deliver the keys and a key retrieval sign-sheet, for vehicles remaining parked after hours, to the building security guard. A sample of the sign-in sheet is provided herein in Exhibit Z, Form 5.
- 7.22 Patrol the structure to ensure the security and safety of all parked vehicles.
- 7.23 Regularly inspect all areas of the parking structure (levels 1 through 10), removing debris, nails, glass, bottles etc., in order to maintain the parking areas in a safe, clean and sanitary manner, as determined by DCFS throughout the day while the parking lot is open, and inform the building management of any hazardous waste spills.
- 7.24 Make sure instructions for after-hours parking are visibly posted.

- 7.25 Maintain a supply of "Incident report" forms, included herein as, Exhibit Z, Form 2, and submit reports of all incidents involving theft, property damage, bodily injury or vandalism, to CPM, within 24 hours of occurrence or discovery. Reports of incidents involving fire or law enforcement authorities shall be submitted to CPM within a maximum of one (1) hour following an incident.
- 7.26 Maintain, on hand, a sufficient number of the User Complaint Report (UCR) provided as Exhibit Z, Form 1 and make it available upon request by the parking patrons.
- 7.27 Communicate with each other via equipment provided by DCFS (telephone), or the alternative communication devices provided by the Contractor, whenever the regular telephone line is not available, in order to direct vehicles to available parking spaces.

8.0 PERFORMANCE REQUIREMENTS SUMMARY

The listing of services in the Performance Requirements Summary (PRS) (Exhibit B) is intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

9.0 COUNTY QUALITY ASSURANCE PLAN / MONITORING PROGRAM

- 9.1 Overall program coordination between the Contractor and DCFS shall be through the County's Program Monitor, the CPM or designee, and the Contractor's Project Manager or authorized representative(s). The Contractor's Project Manager shall promptly respond to all calls and/or reports regarding the Contractor's performance.
- 9.2 The County will evaluate the Contractor's performance, during the term of the Contract, using the Quality Assurance Plan as defined in the Contract, Subsection 8.16. All requirements described in this Statement of Work shall be monitored by the Program Monitor, CPM or designee, using the inspection methods described in the Performance Requirements Summary

(PRS) chart, attached herewith as Exhibit B, and shall be compared to the standards therein. County and/or personnel from other governmental jurisdictions may, from time to time, observe Contract operations, and perform audits as defined in the Contract, Subsection 8.40, "Record Retention and inspection/Audit Settlement."

- 9.3 If the Contractor's performance does not conform to all of the requirements in this Statement of Work and is unsatisfactory, the CPM may call, send the Contractor's Project Manager a Contract Discrepancy Report (CDR) provided as Exhibit P, or both. The Contractor must respond within twenty four (24) hours to all DCFS calls and/or reports.
- 9.4 Performance evaluation meetings will be held on an as-needed basis to discuss ideas for improving the Parking Attendant Services. The Contractor's Project Manager shall actively participate in resolving problems.
- 9.5 When the Contractor's performance is not in compliance with the requirements of the Contract, DCFS shall have the right to apply one or more of the remedies as delineated in the Contract, Subsection 8.24, "Indemnification," Subsection 8.28, "Liquidated Damages", Subsection 8.44, "Termination for Breach of Warranty to Maintain Compliance with County's Child Support Program," Subsection 8.45, "Termination for Contractor's Default, Subsection 8.48, "Termination for Improper Consideration," Subsection 8.49, "Termination for Non-adherence to County's Lobbyist Ordinance," and Exhibit B, "Performance Requirements Summary.
- 9.6 Should any misunderstanding arise as to performance required under the Parking Attendant Services Contract and this statement of work, the County shall interpret the Contract.

10.0 PHASE-OVER REQUIREMENTS

- 10.1 The Contractor shall be responsible for planning, managing, implementing all tasks within the Contractor's control necessary to vest in the County, or to another contractor, operational control of all functions at the expiration or termination of this Contract.
- 10.2 The Contractor shall cooperate with DCFS to the extent reasonably necessary for DCFS to re-solicit services and transfer the Contract to a new contractor.

11.0 COUNTY RECOGNIZED HOLIDAYS

The Contractor is not required to provide service on the following County-recognized holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day, (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day (December 25)

**PARKING ATTENDANT SERVICES
CONTRACT**

BETWEEN

THE COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

**ARROW PARKING.US
CONTRACTOR**

SEPTEMBER 1, 2005 TO JULY 31, 2009

**EXHIBIT B – PERFORMANCE REQUIREMENTS
SUMMARY**

Department of Children and Family Services
Contract Administration Services
425 Shatto Place, Room 400
Los Angeles, California 90020

Exhibit B
PERFORMANCE REQUIREMENT SUMMARY

	Service Required from the Attendants, and Referenced section of the SOW	Performance Standard	Monitoring Method	Deductions
1	Perform all duties with a professional and courteous attitude. (SOW 7.1 & 7.27)	Attendants shall treat all parking patrons, and each other, in a polite and respectful manner.	Random inspection by CPM or designee, and User Complaint Reports (UCR).	For <u>each and every incident</u> in which the Attendants violate this requirement in any way, a five percent (5%) reduction of the monthly invoice may be applied.
2	Ensure that all doors/ gates/ chains & booths/ shelters at parking lot are open or closed/locked as scheduled. (SOW 7.2)	Attendants shall open and close all the parking structure accesses within five (5) minutes of scheduled time.	Random inspection by CPM or designee, and User Complaint Reports (UCR).	For each incident or violating this requirement, more than once during any one (1) calendar month, a five percent (5%) reduction of the monthly invoice may be applied.
3	Report any needed equipment repairs. (SOW 7.3)	Attendants must call CPM to report the needed repair(s), within a maximum of four (4) hours of occurrence, and follow the call by a written notification of the needed repairs, using the Incident Report.	Random inspection by CPM or designee, and User Complaint Reports (UCR).	If the Attendants fail to report a needed repair, to the CPM as prescribed, more than once during any one (1) calendar month, a five percent (5%) reduction of the monthly invoice may be applied.
4	Oversee and direct in/out traffic at the entrance of the Parking lot. (SOW 7.4)	Attendants shall not leave the parking structure entrance unsupervised for more than five (5) minutes throughout any workday.	Random inspection by CPM or designee, and User Complaint Reports (UCR).	For each violating absence, over three (3) times during any one (1) calendar month, a ten percent (10%) reduction of the monthly invoice may be applied.
5	Screen incoming vehicles for a proper parking permit or authorization (SOW 7.5)	Attendants shall not allow any unauthorized/non-permitted vehicles to park in the structure at any time throughout any workday.	Random inspection by CPM or designee, and User Complaint Reports (UCR).	For each incident, of non-compliance with this requirement, over three (3) times, during any one (1) calendar month, a twenty percent (20%) reduction of the monthly invoice may be applied.

Exhibit B
PERFORMANCE REQUIREMENT SUMMARY

	Service Required from the Attendants, and Referenced section of the SOW	Performance Standard	Monitoring Method	Deductions
6	Ensure the smooth flow of Parking lot traffic is not obstructed in any way, and re-direct traffic to the alternate parking facility when this lot is full. (SOW 7.4, 7.6, 7.7, 7.8, 7.9 & 7.10)	<ol style="list-style-type: none"> 1. Attendants shall not allow anything to impede the traffic at the entrance or inside the parking lot for more than five (5) minutes throughout the workday. 2. Attendants shall, within one (1) day of occurrence of any incident, submit an Incident Report to the CPM of any violators. 3. Attendants must hand out, to the drivers of re-directed vehicles, copies of the directions to the alternative parking lot. 	Random inspection by CPM or designee, and User Complaint Reports (UCR).	For every incident of failure to report an incident, over three (3) times during any one (1) calendar year, a three percent (3%) reduction of the monthly invoice may be applied.
7	Ensure color-coded, handicapped & carpool permits are displayed in vehicles parked in those designated spaces, & that parked vehicles do not extend into adjacent spaces. (SOW 7.11, 7.12, 7.13, 7.14, 7.15 & 7.16)	Attendants shall issue "Parking Violation Notices" to violating vehicles & submit, to the CPM, a daily log of these notices, in order to keep track of repeat offenders.	Random inspection by CPM or designee, and User Complaint Reports (UCR) will verify the accuracy of the log.	For each incident, of failure to issue Notices to violators, over three (3) times during any one (1) calendar month, a three percent (3%) reduction of the monthly invoice may be applied.

Exhibit B
PERFORMANCE REQUIREMENT SUMMARY

	Service Required from the Attendants, and Referenced section of the SOW	Performance Standard	Monitoring Method	Deductions
8	Move vehicles left in the aisles, and park in tandem areas, to enable vehicle ingress/egress as necessary, and contact the CPM for prior approval to tow or move vehicles where no key has been provided. (SOW 7.17, 7.18 & 7.19)	Attendants shall ask the drivers of vehicles left to be moved to tandem parking, to leave their keys in the vehicles, and shall use the Incident Report to notify the CPM, or designee, of any infractions.	Random inspection by CPM or designee, and User Complaint Reports (UCR).	For each incident of failure to move vehicles when needed, over three (3) during any one (1) calendar month, a twenty percent (20%) reduction of the monthly invoice may be applied.
9	Tag and maintain keys of tandem-parked vehicles in a secure box (SOW 7.20 & 7.21)	Attendants shall have vehicle keys readily available to the vehicle's driver, or to DCFS' officials if necessary, when requested with the corresponding tag, and shall deliver all keys of vehicles left in the parking structure after hours, with a corresponding key-retrieval sign sheet, to the building security guard.	Random inspection by CPM or designee, and User Complaint Reports (UCR).	For each incident, of failure to retrieve a key as prescribed, over three (3) times during any one (1) calendar month, a twenty percent (20%) reduction of the monthly invoice may be applied.
10	Ensure the security & safety of all parked vehicles. (SOW 7.22 & 7.23)	Attendants shall verbally report any theft, fire, property damage, or vandalism incidents to the Building Security within fifteen (15) minutes of discovery, followed by a written notification, to the CPM, within one (1) calendar day of occurrence, using the Incident Report.	Random inspection by CPM or designee, and User Complaint Reports (UCR).	For each incident, of failure to report a security incident as prescribed, more than once (1) during any one (1) calendar month, a ten percent (10%) reduction of the monthly invoice may be applied.
11	Post instructions for after hours ingress. (SOW 7.24)	Contractor shall post the appropriate signs, at the entrance.	Random inspection by CPM or designee, and User Complaint Reports (UCR).	Failure to post the instructions, more than once during any one (1) calendar month, shall result in a three percent (3%) reduction of the monthly invoice, for each incident.

Exhibit B
PERFORMANCE REQUIREMENT SUMMARY

	Service Required from the Attendants, and Referenced section of the SOW	Performance Standard	Monitoring Method	Deductions
12	Maintain on hand a sufficient supply of the "Incident Report" an the "User Complaint Report"	The required forms shall be used, or made available to users, without any delay, when needed.	Random inspection by CPM or designee	For each incident, of failure to keep copies of those reports, and/or submit them when needed, more than once (1) during any one (1) calendar month, a ten percent (10%) reduction of the monthly invoice may be applied.

**PARKING ATTENDANT SERVICES
CONTRACT**

BETWEEN

THE COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

**ARROW PARKING. US
CONTRACTOR**

SEPTEMBER 1, 2005 TO JULY 31, 2009

EXHIBITS C – Z

Department of Children and Family Services
Contract Administration Services
425 Shatto Place, Room 400
Los Angeles, California 90020

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

PARKING ATTENDANT SERVICES CONTRACT
Exhibits C- Z

Exhibit C	Pricing Schedule
Exhibit D	Line Item Budget
Exhibit D1	Budget Narrative
Exhibit E	Certification of Independent Price Determination
Exhibit F	County Administration
Exhibit G	Contractor's Administration
Exhibit H	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit I	Determination of Contractor Non-responsibility and Contract Debarment Ordinance (Los Angeles County Code Chapter 2.202)
Exhibit J	Living Wage Ordinance (LWO)
Exhibit J1	LWO Notice to Employees
Exhibit K	LWO Contractor Acknowledgement & Statement of Compliance, & Labor/Payroll/Debarment History
Exhibit L	LWO Contractor Living Wage Declaration
Exhibit M	LWO Contractor Application for Exemption
Exhibit N	Contractor Staffing Plan
Exhibit O	Employee Health Care Plan (if applicable)
Exhibit P	Contract Discrepancy Report (CDR)
Exhibit Q	Contractor's Equal Employment Opportunity Certification (EEO)
Exhibit R	Certification of "No Conflict of Interest"
Exhibit S	Contractor Employee Acknowledgement, Confidentiality, & Copyright Assignment Agreement (Required at the time of Contract Execution)
Exhibit T	Contractor Non-Employee Acknowledgement, Confidentiality, & Copyright Assignment Agreement (Required at the time of Contract Execution)
Exhibit U	Earned Income Credit (EIC) Internal Revenue Service Notice 1015
Exhibit V	Los Angeles County Community Business Enterprise form (CBE)
Exhibit W	County of Los Angeles Policy on Doing Business with Small Businesses
Exhibit X	Los Angeles County Jury Service Ordinance Certificate of compliance and Contractor Employee Jury Service "Application for Exemption & Certification" form
Exhibit Y	Safely Surrendered Baby Law Fact Sheet
Exhibit Z	Forms to be used on as-needed basis: 1) User Complaint Report (UCR) 2) Incident Report 3) Violation Notice 4) Alternate parking lot directions 5) Keys identification tag & sign in sheet for After-hours key retrieval 6) Non-employee Injury Report

PRICING SCHEDULE

(Legal Name of Contractor)

This Pricing Schedule shall contain CONTRACTOR's proposed monthly price to provide the required Parking Attendant Services to the location listed in Exhibit A- Statement of Work. The price for these services shall be fixed and guaranteed for the contract term effective September 1, 2005, or date of approval by COUNTY Board of Supervisors, whichever is later, through July 31, 2009.

Proposed Fixed Monthly Fee: \$ _____

This price will be used to reduce CONTRACTOR's monthly invoice (in addition to the other penalties listed in Exhibit B - Performance Requirement Summary (PRS), when service(s) are not rendered.

PARKING ATTENDANT SERVICE BUDGET

Proposer: Arrow Parking.US

Fiscal year _____

Position/Title * (List each Position/Title separately)	Position/Title	Hours per Day							Hours per Week	Hourly Wage Rate	Cost for this fiscal year
		Sun	Mon	Tue	Wed	Thu	Fri	Sat			
1.											
2.											
3.											
4.											
Comments/Notes * All employees shown must be full-time employees of the Proposer unless exemption to use part-time employees has been granted by the County. ** Minimum cost for health insurance is \$1.14 per hour per employee if hourly wage rate is between \$8.32 and \$9.46 unless exemption from Living Wage requirements has been granted by the County.									Direct Labor Total		
									Vacation, Sick Leave, Holiday		
									Payroll Tax/FICA/FUTA		
									Workers' Compensation		
									Health Insurance **		
									Gross Labor Total		
									Required Insurance		
									Equipment		
									Vehicle maintenance/repair and fuel		
									Supplies and Materials		
									Uniforms/Other costs		
									Administrative Costs		
									Profit		
									Other Costs Total		
Total Annual Price											
Total Monthly Price											
Total Profit											



Tel : 866-889-PARK
323-461-8548
Fax: 323-461-8560

Exhibit D1

BUDGET NARRATIVE

ARROW PARKING*US proposes a flat rate through the first ten months of the contract, the ensuing three years, and the last month of the contract, ending July 31, 2009. Therefore, this narrative of ARROW PARKING*US' line item budget is very straightforward.

Direct Labor. Three attendants are paid equally through the period of the Contract.

Payroll Tax/FICA/FUTA costs are non-discretionary and formally established.

Workers' Compensation Insurance cost is less than 20 per cent of the direct labor cost.

Gross Labor Total is the addition of the values for the above three items.

Required Insurance: See Certificate of Insurance. No specific allocation is made to the budget for this proposal.

Supplies and Materials includes the cost of cones, cleaning supplies, signs, safety items, etc.

Uniforms/Other Costs covers jackets, shirts, and ties.

Administrative Costs include various supplies, photocopies, forms, and employee gifts, incentive items, and bonuses.

Profit is projected at 6.4% of the total annual price.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this proposal, I, the Proposer, certify that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other applicant or competitor for the purpose of restricting competition.

Mehran (Ron) Movahed

Name of Principal Owner, an officer, or manager responsible for submission of the proposal to the County

Officer

Title of Principal Owner, an officer, or manager responsible for submission of the proposal to the County



Authorized Signature

June 17, 2005

Date

COUNTY'S ADMINISTRATION**CONTRACT NO.** _____**COUNTY PROGRAM DIRECTOR (CPD):**

Name: Velda Moore
Title: Head, Property Management Division
Address: 800 S. Barranca Ave.
Covina, CA 91723
Telephone: (626) 858-1685
Facsimile: (626) 331-5093
E-Mail Address: moorevc@dcfs.co.la.ca.us

COUNTY PROGRAM MANAGER (CPM):

Name: **Ron Sherlock**
Title: Administrative Services Manager II
Address: 800 S. Barranca Ave.
Covina, CA 91723
Telephone: (626) 858-1685
Facsimile: **(626) 331-5093**
E-Mail Address: SherIR@dcfs.co.la.ca.us

COUNTY PROGRAM MONITOR:

Name: Rachel Matthews
Title: Building Manager
Address: 3075 Wilshire Blvd
Los Angeles, CA 90020
Telephone: (213) 639-4901
Facsimile: (213) 639-1200
E-Mail Address: matthr@dcfs.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

CONTRACTOR Arrow Parking . US

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Mehran (Ron) Movahed

Title: Vice President

Address: 256 S. Robertson Blvd.
Beverly Hills, California 90211

Telephone: (866) 889-7375/ (323) 244-0267

Facsimile: (323) 461-8560

E-Mail Address: arrowparking@hotmail.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: See above

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name: See above

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

**AUDITOR – CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND OPERATING HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.

- ◆ Recorded accruals must be reversed in the subsequent accounting period.
- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:
- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
 - ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Contract year to the extent goods and services are received during that Contract year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.0 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable	100	

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number

- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's Contract.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Contract. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date

- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation's

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation's should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation's should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR- issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, including this Auditor-Controller Contract Accounting and Administrative Handbook (Exhibit C), except as proscribed by state or federal law.

For purposes of establishing a reasonable level of compensation for CONTRACTORS personnel, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one Contract or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Contract or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 Bonding

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Contract. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Contract and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Contract Period

Expenses charged against program funds may not be incurred prior to the effective date of the Contract or subsequent to the Contract termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity), which can be distributed in reasonable proportion to the benefits received, may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses, are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Contract year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Contract. CONTRACTOR must notify

County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Contract shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

2.202.010 Findings and declarations

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation or other entity that has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility

A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/Proposer is non-responsible for a particular contract, said bidder/Proposer shall be ineligible for the award of that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's 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; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors

A. The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county 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 contractor's 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.

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such 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 for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

LIVING WAGE ORDINANCE

LOS ANGELES COUNTY CODE TITLE 2- Administration- Chapter 2.201

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 that 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.

LIVING WAGE ORDINANCE

- 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

LIVING WAGE ORDINANCE

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 action 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:

LIVING WAGE ORDINANCE

Exhibit J
Page 4 of 5

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.

LIVING WAGE ORDINANCE

- 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)



COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE
NOTICE TO EMPLOYEES

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 to the County under this contract, you must be paid a "living wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS...

Living Wage

If you are a full-time employee, you must be paid no less than either of the two Living Wage rates identified below as Option 1 or Option 2:

- Option 1: You must be paid not less than the living wage rate of \$8.32 per hour and your employer must pay at least \$1.14 per hour towards health benefits, OR
- Option 2: You must be paid not less than the living wage rate of \$9.46 per hour:
- The \$9.46 per hour rate must be paid to you if your employer does not provide you with health benefits, or if your employer pays less than \$1.14 per hour towards your health benefits for you.
 - The \$9.46 per hour rate includes \$1.14 per hour to enable you to purchase health benefits on your own, if you so chose. If you need help finding a health plan, your employer may be able to assist you.

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 before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned 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) 829-3676.

You May Report Living Wage Violations to:

Department of Children and Family Services
 Contracts Administration

 County Department Administering this
 Contract

(213) 351-5556

 County Department Phone
 Number



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. The Agent is required to check each of the applicable boxes below.

LIVING WAGE ORDINANCE:

- The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
- There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the Proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR
- The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

Owner's/Agent's Authorized Signature 	Print Name and Title Mehran (Ron) Movahed
Print Name of Firm Arrow Parking*US, Inc.	Date June 17, 2005



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- 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 public entity listed below within the past ten (10) years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/Agent's Authorized Signature:
City, State, Zip Code:	Print Name and Title:

Public Entity Name:	Date of Incident:
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., janitor)	
Description of Allegation and/or Violation:	
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

Additional Pages are attached for a total of _____ pages.



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 do not 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 Group Number: _____

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____

(Specify)

PLEASE PRINT COMPANY NAME: Arrow Parking*US, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE: 	DATE: June 17, 2005
PLEASE PRINT NAME: Mehran (Ron) Movahed	TITLE OR POSITION: Officer



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim*):

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (*attach IRS Determination Letter*).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
- Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
- Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

(Continued from previous page)

- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.
- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); AND
- The Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- The Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

Additional Information

(Continued from previous page)

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- I, or my collective bargaining unit, have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly

Quarterly

Bi-Annual

Annually

Other: _____

(Specify)

- I, or my collective bargaining unit, do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

EMPLOYEE HEALTH CARE PLAN

(Not Applicable)

CONTRACT DISCREPANCY REPORT (CDR)

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative **Date**

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative **Date**

COUNTY EVALUATION OF CONTRACTOR RESPONSE:-

Signature of County Representative **Date**

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**CONTRACTOR'S
EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

Arrow Parking*US, Inc.

Legal Name of Agency

256 S. Robertson Blvd., Beverly Hills, CA 90211

Address

72-1536454

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firms, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

- 1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment. YES [X] NO []
- 2. The Proposer periodically conducts a self-analysis or utilization analysis of its work force. YES [X] NO []
- 3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups. YES [X] NO []
- 4. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action to include establishment of goals or timetables. YES [X] NO []

Mehran (Ron) Movahed, Officer

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the proposal to the County



Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the proposal to the County

June 17, 2005

Date

CERTIFICATION OF "NO CONFLICT OF INTEREST"

The Los Angeles County Administrative Code Section 2.180.010 provides as follows:

"CONTRACTS PROHIBITED"

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subdivision 1 of subsection A, and who;
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specification; and
- (4) Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby declares and certifies that no employee, nor any other person acting on CONTRACTOR's behalf, who developed and/or participated in the preparation of this contract is within the scope of Code Section 2.180.010 as outlined above.

Arrow Parking*US, Inc.
Legal Name of Agency

Mehran (Ron) Movahed, Officer
Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the proposal to the County


Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the proposal to the County

June 17, 2005
Date

**CONTRACTOR’S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Any reference to Copyright Assignment would apply to Information Technology Contracts only)

(Note: This certification is to be executed and maintained on file with CONTRACTOR’s executed Contract. It shall be made available to COUNTY upon request. Work cannot begin on the Contract until this document has been executed)

CONTRACTOR NAME _____

Contract No: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this CONTRACTOR Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles

CONTRACTOR Name: _____

Contract No. _____

Employee Name _____

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contact.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, to, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

CONTRACTOR Name: _____

Contract No. _____

Employee Name: _____

COPYRIGHT ASSIGNMENT AGREEMENT:

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR’S NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Any reference to Copyright Assignment would apply to Information Technology Contracts only)

(Note: This certification is to be executed and maintained on file with CONTRACTOR’s executed Contract. It shall be made available to COUNTY upon request. Work cannot begin on the Contract until this document has been executed)

CONTRACTOR NAME _____

Contract No: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this CONTRACTOR Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles

CONTRACTOR Name: _____

Contract No. _____

Employee Name: _____

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contact.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, to, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

CONTRACTOR Name: _____

Contract No. _____

Employee Name: _____

COPYRIGHT ASSIGNMENT AGREEMENT:

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

POSITION: _____

IRS Notice 1015

EARNED INCOME CREDIT (EIC)

Department of the Treasury Internal Revenue Service Notice 1015

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers. A change to note: **Workers cannot claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.**

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate. Note: **You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.**

How and When Must I Notify My Employees?

You must give the employee one of the following:

- * The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- * A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- * Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- * Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and Pub. 596, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

Note: **An employee cannot claim the EIC if he or she files Form 2555 or Form 2555-EZ (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 cannot claim the EIC unless he or she is married to a U.S. citizen or resident and elects to be taxed as a resident alien for all of 2000.**

* The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). Earned income for this purpose does not include amounts paid to inmates in penal institutions for their work.

* The employee's filing status is any status except married filing a separate return.

The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.

* For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Notice 1015 (Rev. 10-2000)

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All Proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

1. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: ARROW Parking, US
 I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action
 I AM Compliance as of the date of this proposal/bid's submission.
 As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit
 Franchise Other (Please Specify)

Total Number of Employees (including owners): 23

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			2	1	18	
Asian or Pacific Islander						1
American Indian/Alaskan Native						
Filipino American						
White			1			

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/Alaskan Native	Filipino American	White <u>IRAN</u>
Men						100%
Women						

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature: 	Title: <u>V.P.</u>	Date: _____
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COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

ACKNOWLEDGMENT OF SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

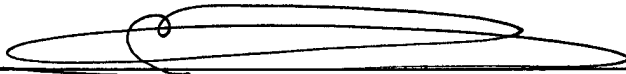
This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a Community Business Enterprise, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women owned business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity, which has requested acceptance or certification as a Community Business Enterprise.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business that violates the above shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor who uses the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles.

Legal Name of Agency ARROW Parking - US

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County
Mehran Ron Morahed

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County


Date 8.19.05

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESSES

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent 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 of 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
- offering new entrepreneurial opportunity to those historically under-represented in business

The County 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
- 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 that 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.

CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 4

An ordinance amending Title 2 – Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

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

2.203.020 Definitions. The following definitions shall be applicable to this chapter:

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

CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 4

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. **“Full time”** means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability. This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable

2.203.040 Contractor Jury Service Policy. A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

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

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

CONTRACTOR EMPLOYEE JURY SERVICE

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or Proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(s) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business 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/purchase order itself will exceed \$50,000 in any 12 month period). 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 10 or fewer employees; and, 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; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption 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 10 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.

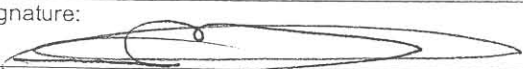
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has 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 have 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: Mehran (Ron) Movahed	Title: Officer
Signature: 	Date: June 17, 2005

No shame No blame No name

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California Gray Davis, Governor Health and Human Services Agency Grantland Johnson, Secretary Department of Social Services Rita Saenz, Director	Los Angeles County Board of Supervisors Gloria Molina, Supervisor, First District Yvonne Brathwaite Burke, Supervisor, Second District Zev Yaroslavsky, Supervisor, Third District Don Knabe, Supervisor, Fourth District Michael D. Antonovich, Supervisor, Fifth District
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This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

Safely surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does 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 so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

Parking Attendants Services for DCFS
September 1, 2005 to July 31, 2009

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents 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 doesn't ever have to happen in California again.

A baby's story

At 8:30 A.M. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California 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 with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County Hospital ER or fire station.

Contract with Arrow Parking. US
Contract Exhibits, C to Z

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

Safely surrendered Baby Law

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.



INCIDENT REPORT

Administrative Support Section
3075 Wilshire Blvd. & 425 Shatto Pl.
Los Angeles, Ca
(213) 639-4680 or (213) 639-4682

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Date: _____

Reporting Section:

Name of Colleague making report:

Phone Number: _____ Date of Incident: _____ Time of Incident: _____

DESCRIPTION OF INCIDENT: *(please give details –who, what, when & where)*

Has incident been reported to your superior? Yes No (If yes, when) _____

Name of superior: _____ Phone number: _____

Has issue been resolved? Yes No

RECOMMENDATIONS:

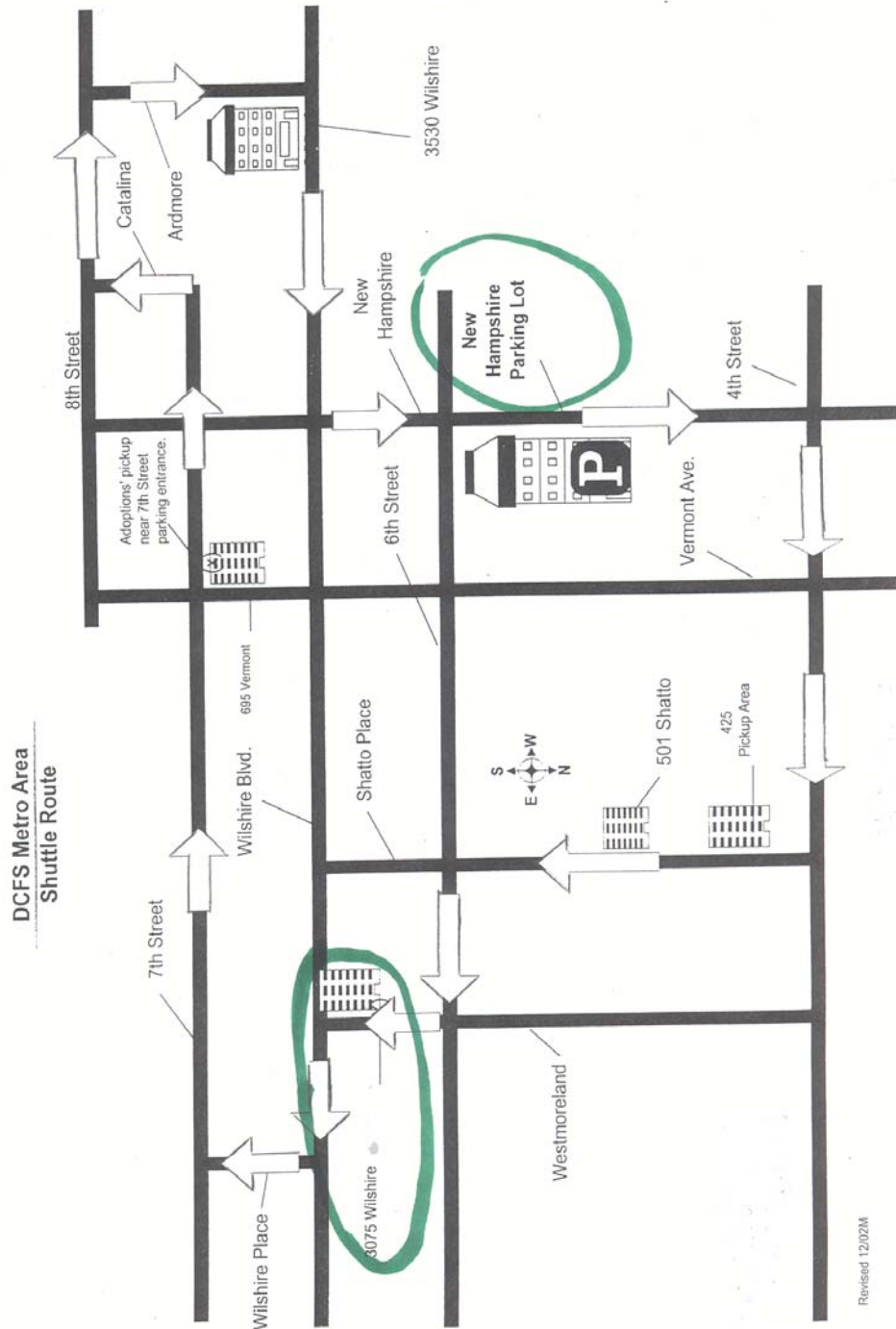
Signature

DATE

Please submit a copy of report to Administrative Support Service – Room 853)

PARKING VIOLATION WILSHIRE FACILITY	
Citation #	201-536
Date	Time Issued
License Plate #	
Tag #	
Vin #	
Vehicle Make:	
Color:	
Location:	
IN VIOLATION OF :	
<input type="checkbox"/>	Parking in "No Parking Zone"
<input type="checkbox"/>	Parking in wrong allocated area
<input type="checkbox"/>	No visible Parking Tag
<input type="checkbox"/>	Incorrectly parked in legal space
Comments:	
1 st Violation -	Warning and notification to immediate supervisor
2 nd Violation -	Wilshire parking privilege revoked for 30 days
3 rd Violation -	Permanent loss of Wilshire parking privilege
Issued by:	_____

Directions to Alternate Parking lot & Shuttle bus route



Revised 12/02M

Keys Identification tag & Sign sheet for After-hours key retrieval from the Security guard

3075 Wilshire Blvd.

I, the undersign, do hereby acknowledge that I have received the keys to my vehicle and the condition of my vehicle is the same before leaving it in the care of the parking attendant. Arrow Parking is hereby released of any responsibility for my vehicle.

Make of Vehicle	Color	Lic Plate No.	Owner's Signature	Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				

41239

THIS CONTRACT LIMITS OUR LIABILITY—READ IT

Customer and Company agree: All claimed damage or loss must be reported and itemized by customer to attendant in writing before car is taken from park, after loss occurs and if not so made is waived. Arrow reserves the right to perform all necessary repairs at Arrow's selected repair shops. Court actions by customer for any claims must be filed within 90 days from date of parking, in court of jurisdiction where claimed loss occurred. Company not responsible for damage by fire, or defective brakes, or parts, or for articles left in car unless separately checked with attendant, charge being 25¢ per article. Total liability of Company limited to \$250 for all damages or loss to customer. Company not responsible for loss of use. Company not responsible for cars after closing time. Customer must set emergency brake before leaving car. This is the entire contract and no employee can modify it. It is not assignable. Customer waives all laws in conflict with the foregoing. WHEN YOU PARK CAR IN UNOCCUPIED STALL, YOU AGREE THAT IT IS AT YOUR SOLE RISK, THAT YOU WILL LOCK SAME AND THAT POSSESSION AND CONTROL OF CAR AND CONTENTS ARE YOURS.

DIGITAL PRINTING SYSTEMS, AZUSA, CA

41239

THIS CONTRACT LIMITS OUR LIABILITY—READ IT

LOCK YOUR CAR

This ticket licenses the holder to park one automobile in this area. PARK AS DIRECTED BY ATTENDANT. The management hereby declares itself not responsible for fire, theft, damage or loss of car or any article left in same, all of such risk being assumed by licensee. Only a rental of space license is granted hereby and no bailment is intended or granted. Arrow reserves the right to perform all necessary repairs at Arrow's selected repair shops.

DIGITAL PRINTING SYSTEMS, AZUSA, CA

41239

CAR COLOR LICENSE

Non-Employee Injury Report

EXHIBIT Z
Form (6)
Page 1 of 2

Dept Name _____ Dept. #: _____
DIV. or Facility: _____
SECTION: _____
IRMIS Code #: _____

Prepared for County Counsel in defense of the County, Special Districts and employees.

INSTRUCTIONS:

1. All incidents involving injury to non-employee, however, minor, while on County property (owned or leased) must be reported, by the Guard, Marshal's Office or Department in proximity to incident, as follows:

Two copies to: CARL WARREN & CO., P.O. Box 116, Glendale, CA 91209-0116

**FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO.
(818) 247-2206**

INJURED NON-EMPLOYEE

1. Name: _____
(Last Name) (First Name) (Middle Name)
 2. Address: _____
 3. Age: _____ 4. Sex: _____ Male _____ Female
- If minor, give name of parent or guardian _____

TIME AND PLACE:

5. Place of occurrence _____
(Name of County Facility, Bldg, Street, Number) (City or Town)
6. Location in building _____
(In detail: Bldg, Floor, Room No.)
7. Date of Occurrence _____ Hour _____ AM/PM 8. Weather _____ Clear _____ Rain _____

POLICE REPORT: Yes No POLICE AGENCY REPORTING _____ STATION _____ DEPT.#: _____

DESCRIPTION OF INCIDENT:

9. What was non-employee doing? _____
10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury: _____
(If necessary, continue on separate sheet)
11. Condition of floor, sidewalk, steps or other physical property or equipment involved: _____
12. Was there any defect or foreign substances or object involved? If so, describe: _____
13. If slip and fall: Person's shoes _____ heels _____ caps _____
(Type) (Type) (Type)

Non-Employee Injury Report

NATURE OF INJURY AND PART OF BODY AFFECTED:

14. Be specific! State which part of body injured, whether right or left, etc. If exact nature of injury is undetermined, give opinion: _____

TREATMENT GIVEN:

15. Was treatment given to the injured person by County personnel? _____ By whom? _____ Type of Treatment: _____

16. Was ambulance called? _____ Which company _____ By whom? _____

17. Taken to hospital? _____ Which? _____

STATEMENTS BY INJURED AND WITNESSES:

18. Statement of injured as to what happened: _____

19. Witness No. 1: Name: _____
(Last Name) (First Name) (Middle Initial)

Address: _____ Telephone: _____
(Number) (Street) (City)

Statement: _____

20. Witness No. 2: Name: _____
(Last Name) (First Name) (Middle Initial)

Address: _____ Telephone: _____
(Number) (Street) (City)

Statement: _____

Date Report Prepared: _____

Prepared by: _____ Telephone: _____
(Print Name)

Title: _____ Dept.: _____

Signature: _____

Bid Detail Information

Bid Number : CMS 04-017

Bid Title : Parking Attendant Service

Bid Type : Service

Department : Children & Family Services / Adoption

Commodity : PARKING SERVICES: OPERATION, ADMISSION, SUPERVISION

Open Date : 5/20/2005

Closing Date : 6/20/2005 5:00 PM

Bid Amount : N/A

Bid Download : Available

Bid Description : The County of Los Angeles, Department of Children and Family Services (DCFS) is releasing Request for Proposals (RFP) Number 04-017, on Friday, May 20, 2005. The purpose of this RFP is to solicit proposals from qualified entities to enter into a contract with DCFS for Parking Attendant Service at one (1) non-revenue ten level parking structure, with two hundred and seventy (270) parking spaces, Monday through Friday, 8:00 A.M. TO 6:00 P.M. except official County holidays. Parking on levels 1, 3, 7, 9 and roof necessitates tandem parking.

Mandatory Minimum Requirements to Qualify as a Proposer

Proposers shall meet the following requirements:

1. Proposer shall be an entity with: 1) the proper licenses and permits to provide parking attendant services as required by County, city and state laws and regulations. 2) A minimum of three (3) full years demonstrated experience in providing parking attendant services as required under the Statement of Work included in the RFP.
2. Proposer shall attend the Mandatory Proposer's Conference and walk-through, scheduled for Friday, June 3, 2005.
3. Proposer shall comply with all proposal submission requirements as found in the RFP.

Proposers who do not meet these minimum requirements may be deemed unqualified as non-responsive and their proposals may be rejected, at County's sole discretion.

Prior to the award of a Contract, the selected Proposer must register as a would-be Contractor on the County's WebVen site at: <http://camisvr.co.la.ca.us/webven/>

Proposers must indicate in their proposals their acceptance, and willingness to adhere to all the terms and conditions stated in the RFP's Sample Contract.

If you are interested and would like detailed information, you may download a copy of this RFP from the Los Angeles County Website at: <http://camisvr.co.la.ca.us/lacobids/> and/or pick up a hard copy during business hours, starting Friday May 20, 2005, at:
County of Los Angeles
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, CA 90020

For security purposes, when picking up your copy of the RFP, please check in with the receptionist of the 1st floor of the building.

Proposers should carefully read the RFP, and may submit typed or word-processed questions regarding this RFP, via mail, fax, or e-mail, to the above-mentioned address, Attn: Wedad Khalil, Contracts Analyst. Fax: (213) 380-4623, E-mail: kahlw@dcfs.co.la.ca.us. All questions must be received by the end of the mandatory Proposers' Conference on Friday, June 3, 2005. No questions will be accepted over the telephone. To ensure receipt of responses, Proposers should include their correct mailing addresses and fax numbers.

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined the Statement of Work, and who meet the mandatory minimum requirements of the RFP are invited to submit proposals.

The County is not responsible for any costs incurred by any proposer in responding to this RFP. Submission of a proposal provide services should not be construed as a promise of a contract.

The deadline for submitting a proposal is 5:00 P.M. on Monday, June 20, 2005. It is the sole responsibility of the submitting Proposer to ensure that its proposal is in the correct format, includes all required forms, and is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including U.S. Mail. Any proposals received after the scheduled closing time for receipt of proposals, will be returned to the sender unopened.

Contact Name : Wedad Khalil, Contract Analyst

Contact Phone# : (213) 351-5784

Contact Email : khalw@dcfs.co.la.ca.us