County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

PATRICIA S. PLOEHN, LCSW
Director

Board of Supervisors
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First District
MARK RIDLEY-THOMAS
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ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

July 7, 2009

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

Dear Supervisors:

REQUEST TO APPROVE CONTRACT FOR THE PROVISION OF PARKING ATTENDANT SERVICES PROPOSITION A (PROP A) CONTRACT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT:

This is to request your Board's approval to execute the contract with 3MM, Inc., dba Arrow Parking. US (3MM, Inc.), on an automatic month-to-month basis for up to 11 months, effective August 1, 2009 through June 30, 2010 for the provision of parking attendant services, and delegate authority to the Director of Department of Children and Family Services (DCFS), or designee, to extend the contract for an additional six months on an automatic month-to-month basis, if such time is necessary until December 31, 2010 in order to find a new building to lease and relocate the staff that work at 3075 Wilshire Blvd., Los Angeles, CA 90020 to the new location. The total cost for the month-to-month contract for up to 11 months is $93,679, financed using 36% ($33,724) federal revenue, 33% ($30,914) State revenue, and 31% ($29,041) net County cost (NCC).

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to execute the attached contract (Attachment I), for the provision of parking attendant services with 3MM, Inc. on an automatic month-to-month basis for up to 11 months, from August 1, 2009 through June 30, 2010, and delegate authority to the Director of DCFS, or designee, to extend the contract for an additional six months on an automatic month-to-month basis, if such time is necessary until December 31, 2010 to allow DCFS for find a new building to lease and relocate employees who work at 3075 Wilshire Blvd., Los Angeles, CA 90020 to a new location. The cost of the month-to-month contract for up to 11 months is $93,679 financed using

36% ($33,724) federal revenue, 33% ($30,914) State revenue, and 31% ($29,041) NCC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommendation is to ensure uninterrupted parking attendant services from August 1, 2009 through June 30, 2010. Parking attendant services are provided at a County leased office structure, located at 3075 Wilshire Blvd., Los Angeles, CA 90020. The building lease expires on July 31, 2009; however, the County is in the process of searching for another building to lease.

DCFS has not found a new building to lease and intends to continue the existing lease after July 31, 2009 on a month-to-month basis. DCFS believes the month-to-month contract for parking attendant services is necessary due to: a) Uncertainty of when and where DCFS staff currently at 3075 Wilshire Blvd., Los Angeles, CA 90020 will be located; and b) Uncertainty of when and what parking attendant services will be required at the new location.

DCFS has determined that this is a Prop A contract and is complying with the Living Wage rate that was approved by your Board Policy on February 6, 2007.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal #1, Operational Effectiveness. The contract for parking attendant services will maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The cost of services for each month ranges from $8,389 to $8,684 contingent upon the actual working days in the month. If all 11 months are utilized, the total cost will be $93,679 financed using 36% ($33,724) federal revenue, 33% ($30,914) State revenue, and 31% ($29,041) NCC. The net amount is based on the associated cost and Living Wage rate of $11.84 per hour without health care benefits. The total cost for the 11 months in the amount of $93,679 is included in the Fiscal Year 09-10 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract is a fixed fee contract at the rate of $6,989 per month plus the monthly Living Wage and other associated cost ranging from $1,400 to $1,695 per month, dependent on the number of working days/hours in the month. Parking attendant

services are provided from Monday through Friday, except on County's recognized holidays, to direct traffic in a County leased parking structure, located at 3075 Wilshire Blvd., Los Angeles, CA 90020. This ten-level parking structure includes 270 spaces, used by approximately 800 County employees. The building lease expires on July 31, 2009 and because, to date, the County has not found a building to relocate staff from this office site, County is planning on leasing this building and its parking structure on a month-to-month basis. These parking attendant services are necessary for controlling, directing, and monitoring all ingress/egress traffic, redirecting vehicles to the alternative parking structure when lot becomes full, and for moving vehicles parked in tandem parking spaces.

The contract for parking attendant services is a Prop A contract and is guided by the Living Wage provisions. DCFS is in compliance with Board's Policy and Guidelines on Living Wage Ordinances, adopted new Living Wage Rates policy of February 6, 2007, and the Chief Executive Office (CEO) guidance memo of March 18, 2008.

DCFS has notified the Board and CEO of its intention to negotiate a sole source contract with 3 MM, Inc. via procurement by negotiation.

County Counsel and the CEO have reviewed the Board letter. The contract is approved as to form by County Counsel.

CONTRACTING PROCESS

No additional contracting process is required for this new contract. DCFS negotiated the contracts in accordance with California Department Social Services (CDSS) regulation 23.650.13, which allows County to negotiate contract with private individuals, firms, or agencies without formal advertising, if the aggregate annual amount involved does not exceed $100,000. In addition, CDSS regulation 23-621.12 limited the contract term that was procured through negotiation up to a one-year period.

IMPACT ON CURRENT SERVICES

Approval of this contract will enable the contractor to continue to provide the parking attendant services to DCFS' employees at the County leased building without interruption. The parking attendant services is necessary for controlling, directing and monitoring all ingress/egress traffic, redirecting 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 the Board, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of this Board letter and attachment to:

1. Department of Children and Family Services
   Contracts Administration Division
   Attention: Rita Murgas-Lee, Interim Contracts Manager
   425 Shatto Place, Room 400
   Los Angeles, CA 90020

2. Office of County Counsel
   Attention: Diane Cachenaut, Paralegal
   648 Kenneth Hahn Hall of Administration
   500 West Temple
   Los Angeles, CA 90012

3. 3 MM, Inc., dba Arrow Parking. US
   Attention: Mehran (Ron) Movahed, President
   256 S. Robertson Blvd.
   Beverly Hills, CA 90211

Respectfully submitted,

PATRICIA S. PLOEHN, LCSW
DIRECTOR

PSP:SK:CM
WC:RML:rml/sm

Attachment (1)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Attachment I

PARKING ATTENDANT SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

3 MM, INC. DBA ARROW PARKING. US

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

AUGUST 2009

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PARKING ATTENDANT SERVICES CONTRACT

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Attachment W	County of Los Angeles Policy on Doing Business with Small Businesses
Attachment X	Intentionally Left Blank

Attachment Y Intentionally Left Blank

Attachment 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

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PARKING ATTENDANT SERVICES CONTRACT

This Contract is made and entered into this ____ day of _____ 2009, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

3 MM INC. DBA ARROW PARKING. US
hereinafter referred to as "CONTRACTOR"

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for 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, 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 do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, 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 Part II, “Changes and Amendments,” and signed by both parties.

1.2 Exhibits A, A-1, A-2, A-3 and B, Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, 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, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3 and Exhibit B, Attachments.

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

A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.

B. “Contract” - means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

C. “CONTRACTOR” - means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

D. “COUNTY” - means COUNTY of Los Angeles and includes the Department of Children and Family Services.

E. "COUNTY's Board of Supervisors" - means the governing body of the COUNTY of Los Angeles.

F. “COUNTY Program Manager” - means the COUNTY representative responsible for daily management of Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

G. “Day” or “Days” - means whether singular or plural, whether with initial letter capitalized or not, calendar day(s), and not business or workday(s), unless otherwise specifically stated.

H. “DCFS” - means COUNTY’s Department of Children and Family Services

I. “Director” - means COUNTY’s Director of the Department of Children and Family Services or his or her authorized designee.

J. “Maximum Contract Sum” - means the total amount to be paid under this contract.

K. “Fiscal Year(s)” - means the 12 month period beginning July 1st and ending the following June 30th.

L. “Program” - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

M. “Subcontract” - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM

2.1 The term of this Contract shall commence on August 1, 2009 on an automatic month-to-month basis, up to 11 months, effective August 1, 2009 through June 30, 2010, or the date of execution by the COUNTY’s Board of Supervisors, whichever is later, and shall expire on June 30, 2010 or eleven months from the date of execution by the COUNTY’s Board of Supervisors, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2.2 COUNTY shall have the sole option to extend the Contract term for up to an additional six months on an automatic month-to-month basis, for a

maximum total Contract term of fifteen (15) months. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR, provided that approval of COUNTY's Chief Executive Office (CEO) is obtained prior to any such extension.

2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.

2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond December 31, 2010, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

3.1 The Maximum Contract Sum for this Contract is Ninety-Three Thousand Six Hundred and Seventy-Nine Dollars ($93,679).

3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-2, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.

3.3 CONTRACTOR shall have no claim against the COUNTY for, nor 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.

3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to 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.

3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75% of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit B, Attachment J, COUNTY's Administration.

3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-3, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

3.7 Time is of the essence with regard 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.

4.0 INSURANCE REQUIREMENTS

4.1 **GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**:

Without limiting Contractor's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the

CONTRACTOR for liabilities which may arise from or relate to this Contract.

4.1.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-CONTRACTOR insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding $50,000.00, and list any COUNTY required endorsement forms.

- Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

  Certificates and copies of any required endorsements shall be sent to:

  County of Los Angeles
  Department of Children and Family Services
  Contracts Administration
  425 Shatto Place, Room 400

Los Angeles, CA 90020
Attention: Parking Attendant Services Contact Analyst

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-CONTRACTORs which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

4.1.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4.1.3 **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, CONTRACTOR's insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

4.1.4 **Failure to Maintain Insurance**

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY

immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

4.1.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

4.1.6 **Contractor's Insurance Shall Be Primary**

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

4.1.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

4.1.8 **Sub-Contractor Insurance Coverage Requirements**

CONTRACTOR shall include all Sub-CONTRACTORS as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-CONTRACTOR complies with the Required Insurance provisions herein, and shall require that each Sub-CONTRACTOR name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

4.1.9 **Deductibles and Self-Insured Retentions (SIRs)**

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY,

or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

4.1.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

4.1.11 **Application of Excess Liability Coverage**

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

4.1.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

4.1.13 **Alternative Risk Financing Programs**

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

4.1.14 **County Review and Approval of Insurance Requirements**

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

4.2 **INSURANCE COVERAGE**:

4.2.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming

COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

4.2.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1,000,000 for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

4.2.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1,000,000 per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4.2.4 **Professional Liability/Errors and Omissions**

Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than $1,000,000 per claim and $2,000,000 aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5.0 INVOICES AND PAYMENTS

5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall

invoice COUNTY monthly in arrears at the rate of compensation specified in Exhibit A-2, Pricing Schedule, as supported by the Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for work performed as specified in the Contract and any amendments thereto.

5.2 CONTRACTOR, with prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Sum for each year of the Contract between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.

5.3 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 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 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 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 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 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.

5.4 Whether or not federal dollars will be used to pay for services under this Contract, 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, 2 CFR 220, Cost Principles for Educational Institutions and OMB Circular A-133. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html

5.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Division and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Division, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

and a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Linda Gibbs, Program Manager
725 S. Grand Ave.
Glendora California 91740

5.6 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.

5.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the COUNTY Auditor-Controller.

5.8 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. Any overpayment received by CONTRACTOR, as determined by the COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 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 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.9 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.

5.10 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

6.1 At any time prior to or during term of this Contract, the 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 the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

6.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the 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 the COUNTY conducted background clearance.

6.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.

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

6.5 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.

6.6 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 crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled, "Living Wage Program" as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles COUNTY Code, a copy of which is attached as Exhibit B, Attachment N and incorporated by reference into and made a part of this Contract.

7.1 Payment of Living Wage Rates

Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below in Sub-section 7.5 of this Section:

7.1.1 Not less than $11.84 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

7.1.2 Not less than $9.64 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during the Contract, the CONTRACTOR contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

7.2 For the purposes of this Section, "CONTRACTOR" includes any Subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any

Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

7.3 If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.

7.4 If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer' or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

7.5 For purposes of the CONTRACTOR's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an

Employee between COUNTY facilities that are subject to two different contracts between the CONTRACTOR and the COUNTY (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such COUNTY facilities if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time.

7.6 CONTRACTOR's Submittal of Certified Monitoring Reports.

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the 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 the CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the CONTRACTOR's current health care benefits plan, and the 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 (Exhibit B, Attachment O, Monthly Certification for Applicable Health Benefit Payments and Exhibit B, Attachment P, Payroll Statement of Compliance) or 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, the CONTRACTOR shall promptly provide such information. The 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.

7.7 CONTRACTOR's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

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

applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.

7.8 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of 24 hours' written notice, the COUNTY may audit, at the CONTRACTOR's place of business, any of the CONTRACTOR's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

7.9 Notifications to Employees

The CONTRACTOR shall place COUNTY-provided living wage posters at each of the CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. The CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. The CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

7.10 Enforcement and Remedies

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

7.10.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If the 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 Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

7.10.1.1 Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until the CONTRACTOR has satisfied the concerns of the

COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

7.10.1.2 Liquidated Damages. It is mutually understood and agreed that the 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 the 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 the CONTRACTOR liquidated damages in the amount of $100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

7.10.2 Termination. The CONTRACTOR's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

7.11 Remedies for Payment of Less Than the Required Living Wage: If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

7.11.1 Withholding Payment. If the 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 the CONTRACTOR the aggregate difference between the living wage amounts the 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 the 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.

7.11.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in it sole discretion, assess against the CONTRACTOR liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

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

7.12 Debarment: In the event CONTRACTOR breaches a requirement of this Section, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment.

7.13 Use of Full-Time Employees

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of same. The CONTRACTOR submitted with its proposal a full-

time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

7.14 CONTRACTOR Retaliation Prohibited

The 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 Living Wage 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 the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

7.15 CONTRACTOR Standards

During the term of the Contract, the 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, the CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that the CONTRACTOR is complying with this requirement.

8.0 CONFIDENTIALITY

8.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

8.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, “Contractor Acknowledgement and Confidentiality Agreement.”

8.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, “Contractor’s Employee Acknowledgment and Confidentiality Agreement.” CONTRACTOR shall maintain in its files copies of such executed Agreements.

8.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

8.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

8.7 CONTRACTOR agrees to notify COUNTY in writing within 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 backdoor or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

8.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Section 8.0, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 8.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

8.9 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.

8.10 CONTRACTOR shall indemnify, defend and hold harmless COUNTY indemnities from and against any and all loss, damage, liability and expense, including defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of records and information by CONTRACTOR, its officers, employees, or agents, except for any disclosure authorized by law. COUNTY shall have the right to participate in any such defense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as COUNTY determines, COUNTY shall be entitled to retain its own counsel, including County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior approval.

8.11 With respect to any identifiable information concerning any Participant that is obtained by CONTRACTOR or any other records and information, CONTRACTOR shall: 1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Contract; 2) promptly transmit to COUNTY all requests for disclosure of any such records or information; 3) not disclose, except as otherwise specifically permitted by this Contract, any such records or information to any person or organization other than COUNTY without COUNTY's prior written authorization that the records are, or information is, releasable; and 4) at the expiration or termination of this Contract, return all such records and information to COUNTY or maintain such records and information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

9.0 CONTRACTOR'S STAFF IDENTIFICATION

CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

10.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

10.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

10.2 CONTRACTOR shall not 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 certification as a Local Small Business Enterprise.

10.3 CONTRACTOR shall not 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 certification or denial of certification of any entity as a Local Small Business Enterprise.

10.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

10.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

10.4.2 In addition to the amount described in Sub-Section 11.4.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

10.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

10.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment I, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 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 Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.2 The 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.

2.3 The COUNTY's Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 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.

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 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 COUNTY's express prior written approval, shall be a

material breach of the Contract which may result in the termination of this 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 CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The 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.

6.0 BUDGET REDUCTION

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 under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.

7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 COUNTY's Board of Supervisors or Chief Executive Officer 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 Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable COUNTY, State and federal regulations; and

7.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10% correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 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.

8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the 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 Withholding 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).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "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 the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

11.0 COMPLAINTS

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 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.

11.2.1 COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

11.2.3 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.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

11.4 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.

11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. 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.

12.1.1 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.

12.1.2 For contract over $10,000, 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).

12.2 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.

12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 12.3 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable

relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 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 no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, 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. CONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 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 B, Attachment G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (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.

14.1.2 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 Fifty Thousand Dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR.

"Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a longstanding practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service 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 the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR's violation of this Section of this Contract 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.

15.0 CONFLICT OF INTEREST

15.1 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 or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work 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.

15.2 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 that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that 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.

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

16.1 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 the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

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 life of this Contract.

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

18.1 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 B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

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

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

19.1 A responsible CONTRACTOR is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORs.

19.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

19.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors, finds in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the 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 the COUNTY or any other public entity.

19.4 If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the

CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

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

19.6 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.

19.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

19.8 The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review

decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.

19.8.1 The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation 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.

19.9 These terms shall also apply to Subcontractors of COUNTY CONTRACTORs.

19.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: http://www.dir.ca.gov/dlse/debar.html
- Federal: http://www.epls.gov/epls/search.do?multiName=true

20.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B, Attachment K, the COUNTY seeks to ensure that all COUNTY CONTRACTORs which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both (County Code Chapter 2.202).

21.0 CONTRACTOR'S WORK

21.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

21.2 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 one or more of the following; suspension of payments, withholding of payments, financial penalties, or Contract termination.

21.3 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

22.0 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/corrective 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 remedies as specified in this Contract.

23.0 EMPLOYEE BENEFITS AND TAXES

23.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits or other compensation.

23.2 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.

24.0 EMPLOYMENT ELIGIBILITY VERIFICATION

24.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by federal and State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or 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.

24.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the 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 the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

26.0 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) 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 same 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.

27.0 FORMER FOSTER YOUTH CONSIDERATION

27.1 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 Part II, Sections 16.0 and 17.0, 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
Attention: Division Chief, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

27.2 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).

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

28.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The 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 the County of Los Angeles.

29.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the 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.

30.0 INDEPENDENT CONTRACTOR STATUS

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

30.2 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.

30.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

31.0 LIQUIDATED DAMAGES

31.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

31.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages if the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the 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 shall be that which is specified in Exhibit A-1,

Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the 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 the CONTRACTOR from the COUNTY, as determined by the COUNTY.

31.3 The action noted in Sub-section 35.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

31.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 35.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

32.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential CONTRACTORs must register in the 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 COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

33.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the 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.

34.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

34.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally 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.

34.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

34.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to 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. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

34.4 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.

34.5 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.

34.6 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.

34.7 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 terminate 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.

34.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 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.

38.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when CONTRACTOR has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, CONTRACTOR shall, within one (1) day, give written notice to COUNTY including all relevant information with respect thereto, to the other party.

39.0 NOTICE OF DISPUTE

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

40.0 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 B, Attachment F.

41.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment I, CONTRACTOR's Administration and Attachment J, COUNTY's Administration. Addresses may be changed by either party giving 10 days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, 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.

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET,” “PROPRIETARY,” or “CONFIDENTIAL.”

43.4 COUNTY will use reasonable means to ensure that CONTRACTOR’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Section 44.0. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:

43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3.

43.5.2 Any materials, data and information covered under Sub-section 43.2; and

43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY’s computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY’s prior written consent.

43.8 The provisions of Sections 43.0 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The 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 of court of competent jurisdiction.

44.2 In the event the 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 bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder 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 publishing its role under this Contract within the following conditions:

45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

46.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this

Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the federal government, or 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 timecards and 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 or 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 COUNTY's final payment under this Contract, 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 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, Section 23-353.

46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

46.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

46.7 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR's records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR's compliance with the COUNTY's Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR's non-COUNTY contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this sub-section relative to CONTRACTOR's employees who have provided services to the COUNTY under this Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR's full compliance with and adherence to California labor laws and the COUNTY's

Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and 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 COUNTY's final payment under this Contract, whichever date is later. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

47.0 RECYCLED-CONTENT PAPER

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

48.0 SAFELY SURRENDERED BABY LAW

48.1 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

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

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law.

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 B, Attachment H, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SHRED DOCUMENTS

49.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

49.2 Documents for record and retention purposes in accordance with Subsection (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

50.0 SUBCONTRACTING

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

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

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

50.2.2 A draft copy of the proposed subcontract; and

50.2.3 Other pertinent information and/or certifications requested by the COUNTY.

50.3 CONTRACTOR shall indemnify and hold the 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.

50.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

50.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

50.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees. CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program's approval.

50.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:

50.7.1 An executed Exhibit B, Attachment C-1, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement," executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder;

50.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract; and

50.7.3 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.

50.8 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 not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.

50.9 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.

50.10 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other

compensation for any Subcontractors or their officers, employees and agents.

51.0 TERMINATION FOR CONTRACTOR'S DEFAULT

51.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

51.1.1 CONTRACTOR has materially breached this Contract;

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

51.1.3 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.

51.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 51.1, 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.

51.3 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 51.2 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 causes 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, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

51.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 51.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

51.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 51.1, 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 51.2, 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.

51.5.1 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 Part II, Indemnification.

51.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

52.0 TERMINATION FOR CONVENIENCE

52.1 This Contract may be terminated, in whole or in 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 10 days after the notice is sent.

52.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

52.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

52.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

52.3 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 Part II, Record Retention and Inspection/Audit Settlement.

53.0 TERMINATION FOR IMPROPER CONSIDERATION

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

53.2 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.

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

54.0 TERMINATION FOR INSOLVENCY

54.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

54.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 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 the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

54.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

54.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

54.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

54.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

55.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

56.0 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 event 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.

57.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

58.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other 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 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

59.0 WARRANTY AGAINST CONTINGENT FEES

59.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

59.2 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.

60.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

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 Officer 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 Supervisor
Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

3 MM Inc. dba Arrow Parking Us.
By CONTRACTOR

By _____

Name Ron Moughed

Title President

By _____

Name _____

Title _____

20-5407189
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
ROBERT KALUNIAN, Acting County Counsel

BY _____
Kathleen Bramwell, Principal Deputy County Counsel

PARKING ATTENDANT SERVICES CONTRACT

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 over 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
- Customer Orientation
- A Can-Do Attitude
- Respect for Diversity
- Leadership

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's five goals: 1) Operational Effectiveness 2) Children, Family, and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) 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. **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. **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. **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, means 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)** - means 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 Attachment A-1, 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 Plan (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, Section 7.0, "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 Attachment J, "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 Attachment I, "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 RESPONSIBILITES

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 Attachment 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 Attachment 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 Attachment 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 Attachment 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 Attachment 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 Attachment 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 A-1) is intended to be completely consistent with the Contract and the SOW, and is 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, Section 23.0. 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 PRS chart, attached herewith as Attachment A-1,

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 46.5, "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 Attachment L, 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, Section 30.0, "Indemnification," Section 32.0, "Liquidated Damages", Section 9.0, Subsection 9.2, "Termination for Breach of Warranty to Maintain Compliance with County's Child Support Program," Section 51.0, "Termination for Contractor's Default, Section 53.0, "Termination for Improper Consideration," Section 55.0, "Termination for Non-adherence to County's Lobbyist Ordinance," and Attachment A-1, "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

EXHIBIT A-1 – PERFORMANCE REQUIREMENTS SUMMARY

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

Exhibit A-1
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 each and every incident 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 A-1
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)	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 A-1
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 A-1
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.

EXHIBIT A-2

3 MM, INC. DBA ARROW PARKING. US
PARKING ATTENDANT SERVICES
PRICING SCHEDULE

PERIOD	NO. OF WORKING DAYS (EXCLUDING HOLIDAYS)	NO. OF WORKING HRS PER EMPLOYEE (BASED ON 8 HRS PER DAY	NO. OF WORKING HRS FOR 3 EMPLOYEES	THE INCREASE OF LIVING WAGE RATE ($2.38 PER HOUR)	ASSOCIATE COST OF LW INCREASED (.29/DOLLAR)	TOTAL COST (INCLUDING THE MONTHLY RATE OF $6,989)
Aug-09	21	168	504	$1,199.52	347.86	8,536.38
Sept-09	21	168	504	$1,199.52	347.86	8,536.38
Oct-09	21	168	504	$1,199.52	347.86	8,536.38
Nov-09	18	144	432	$1,028.16	298.17	8,315.33
Dec-09	22	176	528	$1,256.64	364.43	8,610.07
Jan-10	19	152	456	$1,085.28	314.73	8,389.01
Feb-10	19	152	456	$1,085.28	314.73	8,389.01
March-10	23	184	552	$1,313.76	380.99	8,683.75
April-10	22	176	528	$1,256.64	364.43	8,610.07
May-10	20	160	480	$1,142.40	331.30	8,462.70
June-10	22	176	528	$1,256.64	364.43	8,610.07
TOTAL	228	1824	5,472	$13,023.36	3,776.77	$93,679.15

Prepared By: Ron Movahed Title: President
Print name

Signature Date: 6.19.09

EXHIBIT A-3

LINE ITEM BUDGET

(To Be Inserted)

County of Los Angeles
Department of Children and Family Services

EXHIBIT B: ATTACHMENTS

ATTACHMENT A

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

ARROW PARKING

Contractor's Name

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

Address

20-5407189

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 firm, 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.

CONTRACTOR'S CERTIFICATION

1.	The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.	YES [X]	NO [ ]
2.	The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.	YES [X]	NO [ ]
3.	The CONTRACTOR 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 CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables.	YES [X]	NO [ ]

ARROW PARKING

Name of Firm

Mehran (Ron) Movahed, Officer

Print Name and Title

Authorized Signature

June 19, 2009

Date

ATTACHMENT B

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: Corporation
(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 27

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			22
Asian American			2
American Indian/Alaskan Native			
White	1		2
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male	1		20
Female	1		5

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	100 %
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

	M	W	D	DV	
Agency _____	___	___	___	___	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

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, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, 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 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 minority or women business enterprise, or both.

   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 moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier 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 utilizing 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 and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

AUTHORIZED SIGNATURE

June 19, 2009
DATE

Mehran (Ron) Movahed, Officer, Arrow Parking
Name / Title / Name of Company or Organization

ATTACHMENT C-1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME ARROW PARKING Contract No. CMS #04-017

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff 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 Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

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.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 06 / 19 / 09

PRINTED NAME: Mehran (Ron) Movahed

POSITION: Officer

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

(Note: CONTRACTOR shall ensure that this certification is executed and kept in employee's personnel file and must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name ARROW PARKING Contract No. CMS #04-017

Employee Name Mehran (Ron) Movahed

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 and Confidentiality 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.

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 Contract.

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, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: 06 / 19 / 09

PRINTED NAME: Mehran (Ron) Movahed

POSITION: Officer

ATTACHMENT D

CONTRACT FOR CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AGREEMENT

(Note: CONTRACTOR shall ensure that this certification is executed and kept in non-employee's file and must be provided to the County upon request. Work by the non-employee cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No._____

Non-Employee Name N/A

GENERAL INFORMATION:

The Contractor 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 Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon the Contractor referenced above 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.

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 Contract.

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, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the above-referenced Contractor 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 DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT E

AUDITOR–CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION 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 Agreement year to the extent goods and services are received during that Agreement 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.

2.1 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 disbursement 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 agreement.

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 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 Agreement. 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.

5.1 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.

6.0 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

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

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation 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, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement 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	10,000
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)	$24,000

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 Agreement 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 Agreement. 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 Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

ATTACHMENT F

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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.

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 2008 are less than $41,646 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 9, 2009.

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 from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 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 2008 and owes no tax but is eligible for a credit of $825, he or she must file a 2008 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 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 (Circular E), Employer's Tax Guide.

ATTACHMENT G

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

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

Company Name: ARROW PARKING		
Company Address: 256 S. Robertson Blvd.		
City: Beverly Hills	State: CA	Zip Code: 90211
Telephone Number: 866-889-7275		
Solicitation For Parking Services: Parking structure management and operation		

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

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

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; 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 exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees 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: 6/19/09

ATTACHMENT G

"Contractor Employee Jury Service"

Los Angeles County Code Sections 2.203.010 through 2.203.090

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. (Ord. 2002-0015 § 1 (part), 2002).

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.

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 executive officer.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

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 (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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive 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. (Ord. 2002-0015 § 1 (part), 2002)

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:

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002)

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. (Ord. 2002-0015 § 1 (part), 2002).

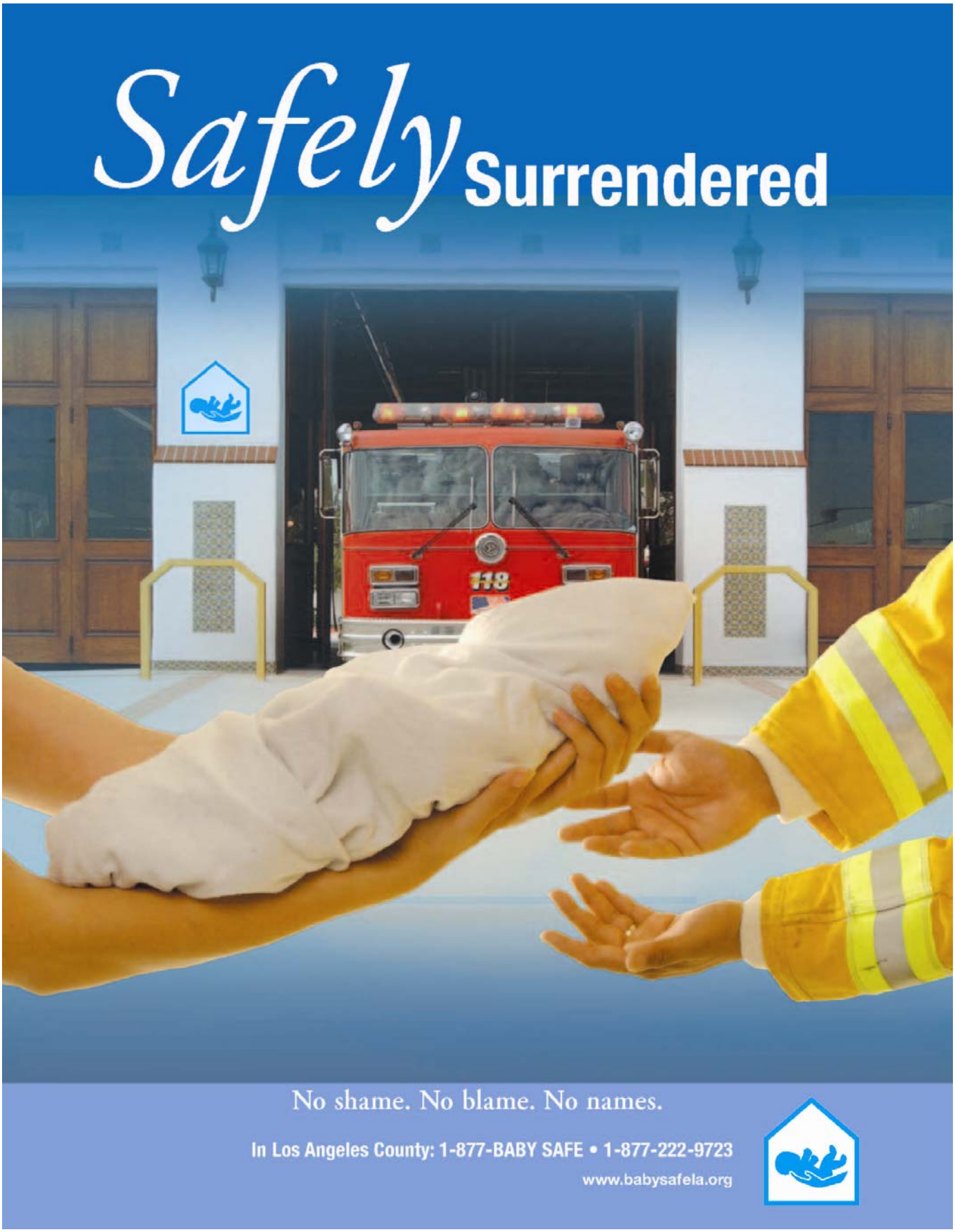
ATTACHMENT H

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

ATTACHMENT H



ATTACHMENT H

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered 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 surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

ATTACHMENT H

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

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Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar 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 Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

ATTACHMENT I

ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: ARROW PARKING

CONTRACT NO. CMS #04-017

CONTRACTOR'S PROGRAM DIRECTOR:

Name: Mehran (Ron) Movahed
Title: Officer
Address: Arrow Parking
256 S. Robertson Blvd., Beverly Hills, CA 90211
Telephone: 866-889-7275
Facsimile: 323-461-8560
E-Mail Address: arrowparking@hotmail.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Mehran (Ron) Movahed
Title: Officer
Address: Arrow Parking
256 S. Robertson Blvd., Beverly Hills, CA 90211
Telephone: 866-889-7275
Facsimile: 323-461-8560
E-Mail Address: arrowparking@hotmail.com

Name:
Title:
Address:
Telephone:
Facsimile:
E-Mail Address:

Notices to Contractor shall be sent to the following address:

Address: Arrow Parking
256 S. Robertson Blvd., Beverly Hills, CA 90211

ATTACHMENT J

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. 09-107

COUNTY PROGRAM MANAGER:

Name:	Linda Gibbs
Title:	Program Manager
Address:	725 S. Grand Ave
	Glendora, California 91740
Telephone:	(626) 691-1688
Facsimile:	(626) 691-1123
E-Mail Address:	gibbsl@dcfs.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR:

Name:	Linda Gibbs
Title:	Program Manager
Address:	725 S. Grand Ave
	Glendora, California 91740
Telephone:	(626) 691-1688
Facsimile:	(626) 691-1123
E-Mail Address:	gibbsl@dcfs.lacounty.gov

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

ARROW PARKING

Company Name

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

Address

20-5407189

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Signature

6/19/09

Date

Mehran (Ron) Movahed, Officer

Name and Title (please type or print)

ATTACHMENT L

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 _____

ATTACHMENT M

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Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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 a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

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

A. County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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 executive officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business.

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 $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 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. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief executive 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 executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive 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.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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 executive officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

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

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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 executive 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, in accordance with Section 2.202.040 of this code. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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.)

ATTACHMENT O

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 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.

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1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

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

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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. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 99-0048 § 1 (part), 1999.)

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B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief executive 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 executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive 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 executive 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.

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A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive 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, in accordance with Section 2.202.040 of this code. (Ord. 99-0048 § 1 (part), 1999.)

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A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

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

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

2.201.100 Severability.

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

ATTACHMENT O

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

(**(ATTENTION: This Exhibit is an Excel Document - Print and Attach Hard Copy Here)**)

ATTACHMENT P

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, Mehran (Ron) Movahed, Officer
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by Arrow Parking (Company or Subcontractor Name) on the DCFS Parking Structure (Service, Building or Work Site)

that during the payroll period commencing on the 1st (Calendar day of Month) day of August, 2009 (Month and Year) and

ending the last (Calendar day of Month) day of July, 2010 (Month and Year) all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of Arrow Parking (Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amendment (48, State. 948, 63 State, 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this Contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the Contract.

3. That:

A WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the Contract have been or will be paid to appropriate programs for the benefit of such employees.

B WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

☒ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the Contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty or perjury certifying that all information herein is complete and correct.	
Print Name and Title: Mehran (Ron) Movahed, Officer	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

ATTACHMENT Q

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

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	Date 6/19/09

ATTACHMENT R

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 Law/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		

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

LABOR/PAYROLL/DEBARMENT HISTORY

letter): **(e.g., Liquidated Damages, Penalties, Debarment, etc.)**	

❒ Additional Pages are attached for a total of _____ pages.

ATTACHMENT S

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

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.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

ˆ X 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 **$11.84 per hour** per employee.

ˆ 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 $2.20 per hour** per employee. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

ˆ 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 $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

ˆ Monthly ˆ Quarterly ˆ Bi-Annual

ˆ Annually ˆ Other: _____
(Specify)

PLEASE PRINT COMPANY NAME: Arrow Parking	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE:	DATE: 6/19/09
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

- ❑ 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.

Continued from previous page

- ❑ 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:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

Continued from previous page

Additional Information

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.

ATTACHMENT U

SAMPLE STAFFING PLAN

COMPANY NAME
COMPANY ADDRESS
PROJECT
DEPARTMENT NAME

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	UTILITY/ROVER(S) (Back-up)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME / PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MONDAY HOURS	TUESDAY HOURS	WEDNESDAY HOURS	THURSDAY HOURS	FRIDAY HOURS	SATURDAY HOURS	SUNDAY HOURS	TOTAL HOURS	NON-CNTY TOTAL HOURS	HIRE DATE	TERMINATION DATE
LANCASTER		OFFICER		8:00 to 17:00	8	FT	$11.84	No	8	8	8	8	8			40		5/21/2006	
1150 AVENUE L																			
LANCASTER																			
POMONA		OFFICER		8:00 to 18:00	10	FT	$9.64	Yes	10	10	10	10				40		11/13/2006	
100 W. SECOND ST		OFFICER		8:00 to 18:00	10	FT	$9.64	No					10	10	10	30	10		
POMONA																			
SANTA FE SPRINGS		OFFICER		8:00 to 17:00	11	FT	$11.84	No	8	8	8	8	8			40		5/5/2006	
10288 S. SLUSHER DR				17:00 to 20:00			$17.76	No	3	3	3	3	3			15 OT			
SANTA FE SPRINGS																			
SHATTO		OFFICER		7:00 to 18:00	10	FT	$11.84	No	10	10	10	10				40		7/2/2006	
418 SHATTO PL			ROVER	7:00 to 18:00	10	PT	$11.84	No								10		8/30/2006	
LOS ANGELES																			
WILSHIRE		OFFICER 0-1		8:00 to 18:00	8	FT	$11.84	No	8	8	8	8	8					5/20/2006	
9078 WILSHIRE BLVD		OFFICER 0-2		18:00 to 24:00	8	FT	$11.84	No	8	8	8	8	8					5/21/2006	
LOS ANGELES		OFFICER 0-3		24:00 to 8:00	8	FT	$11.84	No	8	8	8	8	8					5/21/2006	
			ROVER	8:00 to 18:00	8	FT	$11.84	No						8	8		16 OT	7/28/2006	
			ROVER	18:00 to 24:00	8	FT	$11.84	No						8	8		16 OT	7/7/2006	
			ROVER	24:00 to 8:00	8	PT	$11.84	No						8	8		16	7/12/2006	
		SUPERVISOR	4		2	FT	$24.00	Yes	2	2	2	2	2			10	30	5/1/2006	

SAMPLE

Attachment V

PAYROLL REPORTING FORM
(To Be Inserted)

Attachment W

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.

ATTACHMENT X

INTENTIONALLY LEFT BLANK

ATTACHMENT Y

INTENTIONALLY LEFT BLANK

ATTACHMENT Z, FORM 1

USER COMPLAINT REPORT (UCR)

Incident Date:_____ Time:_____

Facility/Site: _____

Address: _____

COMPLAINT/DESCRIPTION OF THE INCIDENT:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature **Date**

To report an urgent/serious problem, call Linda Gibbs at (626) 691-1688.

Send UCR to:
Linda Gibbs, 725 S. Grand Ave., Glendora, CA 91740
Send copy to:
Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020

	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 :

- ☐ Parking in "**No Parking Zone**"
- ☐ Parking in **wrong allocated area**
- ☐ No visible **Parking Tag**
- ☐ **Incorrectly parked** in legal space

Comments:

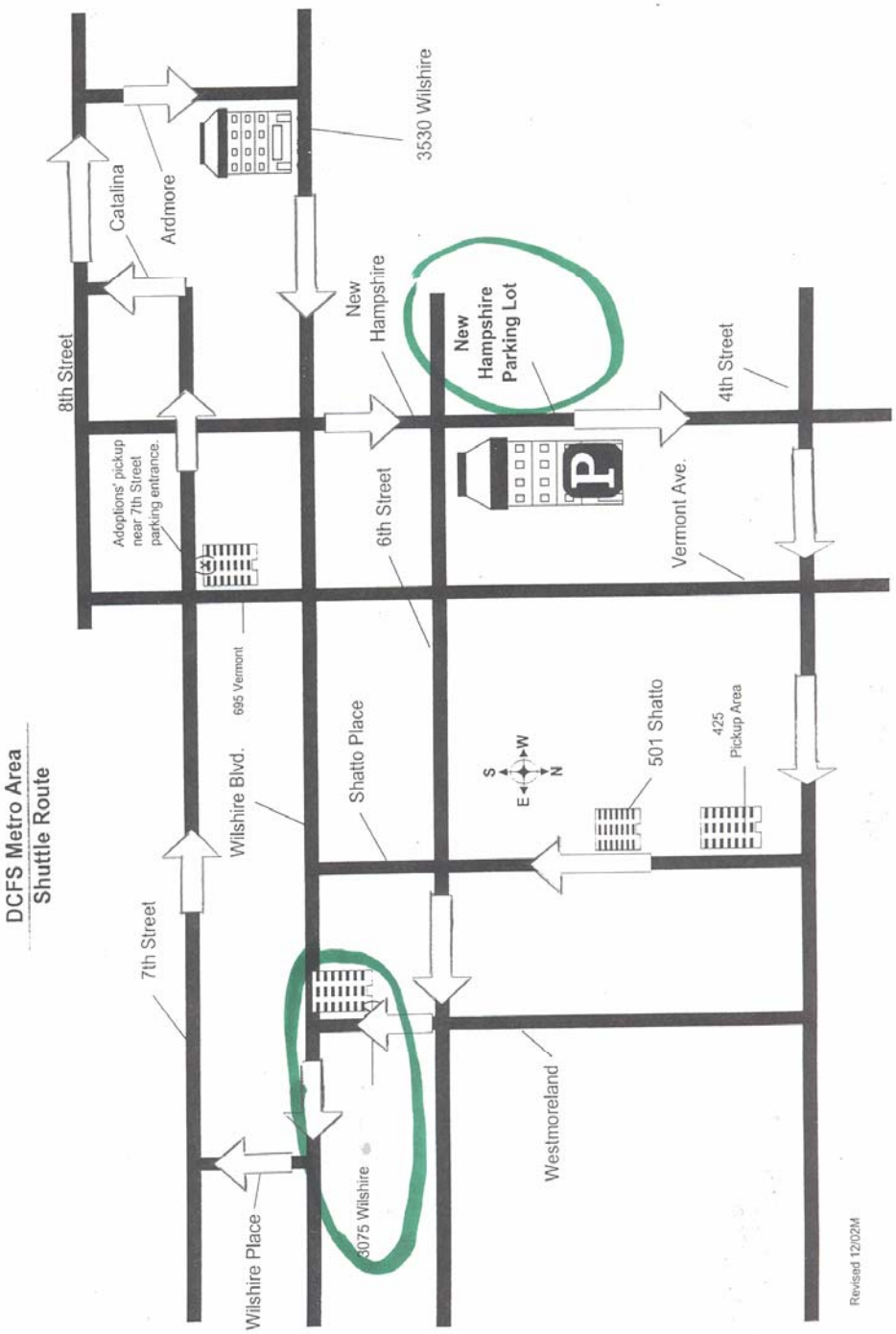
1st Violation - Warning and notification to immediate supervisor

2nd Violation - Wilshire parking privilege revoked for 30 days

3rd Violation - Permanent loss of Wilshire parking privilege

Issued by:_____

Directions to Alternate Parking lot
&
Shuttle bus route



Keys Identification Tag and 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.				

THIS CONTRACT LIMITS OUR LIABILITY–READ IT 41239

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

THIS CONTRACT LIMITS OUR LIABILITY–READ IT 41239

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

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)

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:_____