



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

## COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 437  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE: (213) 974-2101 FAX: (213) 626-1812



HOME PAGE  
[TTC.LACOUNTY.GOV](http://TTC.LACOUNTY.GOV)  
PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

May 03, 2016

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

Dear Supervisors:

**TREASURER AND TAX COLLECTOR  
RECOMMENDATION TO AWARD CONTRACT FOR  
BUSINESS LICENSE FIELD INSPECTION SERVICES TO  
NUÑEZ & ASSOCIATES, INC.  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Treasurer and Tax Collector (TTC) is recommending approval of a Contract Award to Nuñez & Associates, Inc. (Nuñez) for the provision of business license field inspection services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Award and instruct the Chair to sign the attached Contract (Exhibit I) with Nuñez to provide business license field inspection services at a rate of \$45.00 per inspection for the TTC's Revenue and Enforcement Division commencing upon Board of Supervisors' (Board) approval for a three year term through May 2, 2019, an annual maximum Contract Sum not to exceed \$150,000, adjusted annually under the authority requested in Recommendation Number 4, if the TTC invokes such authority.
2. Delegate authority to the TTC to execute future amendments to extend the Contract for a maximum of two one-year renewals and/or six month-to-month extensions at the option of the TTC in accordance with the Terms of the Contract.
3. Delegate authority to the TTC to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contract and/or to add and/or change certain terms and conditions in the Contract as required by the Board or Chief Executive Office (CEO), provided that County Counsel's (Counsel) approval is obtained prior to execution of such amendments.

4. Delegate authority to the TTC, if necessary, to execute amendments to increase the Contract Sum by no more than 15 percent annually based on any unanticipated increase in workload, changes in technology, reporting requirements, or special projects.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Title 7 of the Los Angeles County Code (County Code) requires persons conducting, engaging in, and managing specified types of business activities in the unincorporated areas of Los Angeles County to obtain a business license and observe certain regulations pertaining to those business activities. Pursuant to the County Code, the TTC is required to issue the business licenses and enforce regulations pertaining to the business activities.

The TTC has contracted with Nuñez, a private firm, since 1989, to provide business license field inspection services to determine if businesses have valid business licenses and are in operational compliance with County Code requirements. The current Contract expires on May 2, 2016. The provision of business license field inspection services by a private firm continues to be more cost effective than the TTC performing these services itself.

The recommended Contract with Nuñez will commence upon your Board's approval and will provide for the continuation of business license field inspection services.

#### **Implementation of Strategic Plan Goals**

The approval of this Contract is consistent with the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability.

#### **FISCAL IMPACT/FINANCING**

The maximum Contract Sum for the first year is \$150,000. Funding is included in the TTC's Fiscal Year 2015-16 Adopted Budget. Funds required for subsequent years will be included in each year's budget request. The Contract does not include any cost-of-living increases.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The TTC solicited proposals under the provisions of Section 44.7 of the County Charter and Los Angeles County Code Section 2.121.250 for the provision of business license field inspection services and met all of the requirements of County Code Section 2.121.380. This Contract is subject to Proposition A (Prop A) which includes the Living Wage Program requirements as set forth in the County Code Chapter 2.201 (Living Wage Program). The TTC evaluated and determined that the proposer fully complies with the requirements of the Living Wage Program and agrees to pay full-time and part-time employees providing County services a living wage.

The TTC performed a Contract cost analysis which revealed that the TTC will avoid \$43,267 in costs by contracting for these services. The TTC calculated the cost savings in accordance with the Department of Auditor-Controller's (Auditor-Controller) Prop A Contract Cost Analysis guidelines (Attachment 1). Board policy requires the Auditor-Controller to review and approve all Prop A cost analyses when the annual Contract amount meets or exceeds \$1 million. Since this Contract amount does not meet that threshold, the TTC did not submit the cost analysis to the Auditor-Controller.

The Contract contains the County's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, and Contractor notification to the County when the Contract is within six months from expiration of the Term of the Contract.

The recommended Contract is for a term of three years with two one-year renewals and/or six month-to-month extensions, for a maximum Contract Term of five years and six months. The Contractor will comply with all of the requirements of the Board, the CEO, and the Counsel.

The TTC will not request Nuñez to perform services that exceed the Contract Sum, scope of work, or are beyond the term of the Contract dates. Nuñez shall notify the TTC when it has incurred 75 percent of the total Contract Sum. The Contract expressly provides that the County does not have an obligation to pay for expenditures, by Nuñez, that exceed the maximum Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

The Department of Human Resources reviewed the attached Contract with Nuñez, and Counsel reviewed and approved the Contract as to form. Additionally, the TTC provided an advance copy of the Request For Proposal (RFP) to SEIU Local 721 and the TTC did not receive any comments from SEIU Local 721.

## **CONTRACTING PROCESS**

On June 23, 2015, the TTC posted an RFP for business license field inspection services on the County's bid website of registered vendors under two Commodity Codes: Consulting – Accounting/Auditing/Budget, and Inspection and Certification Services. These two commodity codes had 227 registered vendors (Attachment 2). The TTC's staff also posted the RFP on the TTC's website and emailed or mailed the RFP notification letter to 94 vendors on the TTC's Business License Field Inspection Services Mailing List. The TTC developed the list by researching the Internet and accessing the County's bid website of registered vendors (Attachment 3).

On July 9, 2015, the TTC held a Mandatory Proposers' Conference (Conference), and two firms attended: Nuñez and MuniServices, LLC. Prior to the Conference, the TTC issued Addendum Number One on June 29, 2015, to replace exhibits to Appendix C Sample Contract. Subsequently, the TTC issued Addendum Number Two on July 16, 2015, to respond to written questions received after the Conference; updates to RFP Sections: 2.2 Sample Contract Terms and Conditions, 7.0 Proposal Submission Requirements, 8.5 Cost Proposal Evaluation Criteria, 4.0 Terms of Contract and the Sample Contract, and 8.0 Standard Terms and Conditions.

The proposal submission deadline was August 4, 2015. One firm responded with a proposal by the due date: Nuñez. The TTC's Contracts Section performed a preliminary review (Pass/Fail Evaluation) of the proposal received to determine whether the proposer was in compliance with the Minimum Mandatory Requirements and responsive to the RFP before being evaluated. After consultation with Counsel, the TTC issued a Supplemental Data Request requiring a response by August 26, 2015, to which the Proposer responded timely.

An Evaluation Committee comprised of members from the TTC's Tax Collection Branch and the Department of Consumer and Business Affairs conducted the evaluation. The Evaluation Committee

utilized the County's Informed Averaging scoring methodology. The TTC also reviewed, assessed, and evaluated the proposed Contractor's past performance, history of labor law violations, and any negative experiences with County contracts. The State Labor Commissioner's Office reported no findings of labor/wage violations for Nuñez.

The proposal submitted by Nuñez demonstrated that the firm had a good understanding of the work requirements and has over 21 years of experience providing services equal to or similar to those specified in the RFP. Subsequently, the TTC entered into and concluded contract negotiations with Nuñez on February 4, 2016.

The TTC included the Minority, Women, Disadvantaged, or Disabled Veteran Business Enterprise statistical information for Nuñez in Attachment 4. The TTC recommends Nuñez without regard to race, creed, or color.

This is a Prop A Contract and is subject to the Living Wage Program. Nuñez is not exempt from the Living Wage Program and pays an hourly wage in excess of \$13.25 per hour and also provides employees with the following annually: ten vacation days, seven paid holidays, five sick days, and a minimum of five days of regular pay for actual jury service for full-time employees.

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

Pursuant to Chapter 5 of the Internal Services Department's Living Wage Program Manual, the TTC assessed the potential impact of the recommended Agreement on the County and determined there is no risk exposure to the County as a result of awarding this Contract, because this Contract will not result in the unauthorized disclosure of confidential information; will not infringe on the role of the County in its relationship to its residents; will not impair the County's ability to respond to emergencies; will not result in reduced services; and has no employee impact because these services are currently provided by a private firm.

The TTC could develop alternative resources in the event of the Contractor's default. An alternative would include the TTC authorizing its four Business License Field Inspectors to perform business license field inspection services utilizing overtime, until either procuring a new Contractor or obtaining and filling new budgeted positions.

The current Contract for business license field inspection services expires on May 2, 2016. The TTC notified Nuñez on March 21, 2016, to cease providing business license field inspection services on April 29, 2016, and Nuñez shall not perform services after the end of the Contract's term. The recommended Contract with Nuñez will commence upon your Board's approval and will provide for the continuation of business license field inspection services.

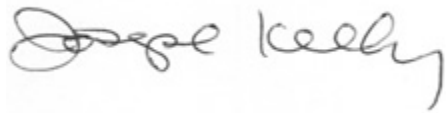


The Honorable Board of Supervisors

5/3/2016

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Joseph Kelly". The signature is fluid and cursive, with the first name "Joseph" written in a more compact, looped style, and the last name "Kelly" written in a more open, flowing style.

Joseph Kelly

Treasurer and Tax Collector

JK:KK:NKEVT:SE:

ms

Enclosures

c: Chief Executive Officer  
Department of Auditor-Controller  
Department of Consumer and Business Affairs  
County Counsel  
Executive Officer, Board of Supervisors  
Department of Human Resources  
Business License Commission

County of Los Angeles Treasurer and Tax Collector  
Business Licenses Field Inspection Services  
**FY 2015-2016**  
**Proposition A Cost Analysis**

**Attachment I**  
**Page 1 of 1**

**COUNTY'S COSTS:**

Direct Costs

Salaries

| Position                                     | Monthly Salary | No. Of Positions | No. Of Months | Annual Salary  | Total   |
|----------------------------------------------|----------------|------------------|---------------|----------------|---------|
| Tax & License Field Inspector (1542A)        | \$ 5,153       | 1.50             | 12            | \$ 92,754      |         |
| Supvg. Tax & License Field Inspector (1544A) | 5,728          | 0.35             | 12            | 24,058         |         |
|                                              |                | 1.85             |               | 116,812        |         |
| Less Salary Variance                         | 6.430%         |                  |               | <u>(7,511)</u> |         |
| Sub-Total Salaries                           |                |                  |               | 109,301        |         |
| Employee Benefits                            | 61.2700%       |                  |               | <u>66,969</u>  |         |
| Total Salaries and Employee Benefits (1)     |                |                  |               |                | 176,270 |

Services & Supplies

| Description                             | Monthly Cost | No. Of Months | Total         |
|-----------------------------------------|--------------|---------------|---------------|
| Supplies                                | 100          | 12            | 1,200         |
| - Paper for photo/diagrams, misc        |              |               |               |
| Mileage (1,300 mi/mo @ \$0.54/mi x 1.5) | 1,053        | 12            | <u>12,636</u> |
| Total Services & Supplies               |              |               | 13,836        |

Equipment

| Description                                                                             | Monthly Cost | No. Of Months | Total      |
|-----------------------------------------------------------------------------------------|--------------|---------------|------------|
| Equipment - One-Time Start Up (2)                                                       |              |               |            |
| - Two desk top PC workstations and monitors                                             |              |               | 335        |
| - Two digital cameras                                                                   |              |               | 586        |
| - Two digital laser tape measures                                                       |              |               | 502        |
| - Photo printer                                                                         |              |               | 1,217      |
| - Three Microsoft Visio licenses for diagrams (for 2 Field Inspectors and 1 Supervisor) |              |               | <u>856</u> |
| Total Equipment                                                                         |              |               | 3,161      |

Indirect Costs

Avoidable Overhead

Total Estimated Avoidable Costs

\$ 193,267

**CONTRACT COSTS:**

Direct

Contract Cost

150,000

Indirect Costs

Contract Monitoring

-

Total Estimated Contract Cost

\$ 150,000

**ESTIMATED SAVINGS FROM CONTRACTING**

**\$ 43,267**

**ESTIMATED SAVINGS PERCENTAGE**

**22.39%**

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 Search for a  
 Closed Bid

 A B C D E F  
 G H I J K L  
 M N O P Q R  
 S T U V W X  
 Y Z All

Award information has not been added at this time.

## Bid Information

Search By

Bid Title

Submit

Sort By

Bid Title

Sort

Bid Number : TTC RFP-BLFIS 2009-03A

Bid Title : Business License Field Inspection Services

Bid Type : Service

Department : Treasurer and Tax Collector

Commodity : CONSULTING - ACCOUNTING AUDITING/BUDGET

Open Date : 9/30/2009

Closing Date : 11/3/2009 4 00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : [Available](#)

**Bid Description :** The County of Los Angeles Treasurer and Tax Collector (TTC) is requesting proposals for the provision of business license field inspection services and database update services including, but not limited to, the unincorporated areas of Los Angeles County.

The County of Los Angeles, in accordance with Title 7 of the Los Angeles County Code (County Code), requires persons conducting, engaging in, and managing specified types of business activities in the unincorporated areas of Los Angeles County, to obtain a business license and observe certain regulations pertaining to those business activities. TTC is required, per County Code, to issue the licenses and enforce the regulations pertaining to business activities.

The RFP can be downloaded from the Internet by either accessing the County of Los Angeles bid website at: <http://camisvr.co.la.ca.us/lacobids> and selecting "View Open Bids" and then "List by Department," or the TTC website at: <http://ttc.lacounty.gov> by clicking on the "TTC Contract Opportunities" link. Potential Proposers should take care to download and review the entire RFP. The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Firms that meet the minimum requirements identified in the Minimum Mandatory Requirements (Paragraph 1.4) of the RFP are invited to submit a proposal to provide the services described further in the Statement of Work (Appendix B) of the RFP. Potential Proposers should carefully review the RFP and ensure that their proposal complies with all RFP requirements.

A Mandatory Proposers' Conference, to answer questions regarding the written specifications of the RFP will be held on Thursday, October 22, 2009, at 9:00 a.m., Pacific Time, at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 140, Los Angeles, CA 90012. Any firm submitting a proposal must attend this Conference or will be disqualified. To register to attend the Mandatory Proposers' Conference, please contact Ms. Elena Villacrés Torres, Contracts Section, at (213) 974-7360 by Tuesday, October 20, 2009.

RFP responses must be prepared in accordance with Section 2.0, Proposal Submission Requirements of the RFP and are due Tuesday, November 3, 2009, no later than 4:00 p.m., Pacific Time. Proposals

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 G H I J K L  
 M N O P Q R  
 S T U V W X  
 Y Z All

Search By

Bid Title

Sort By

Bid Title

Award information has not been added at this time.

### Bid Information

Bid Number : TTC RFP-BLFIS 2009-03B

Bid Title : Business License Field Inspection Services

Bid Type : Service

Department : Treasurer and Tax Collector

Commodity : INSPECTION AND CERTIFICATION SERVICES

Open Date : 9/30/2009

Closing Date : 11/3/2009 4 00 PM

 Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

 Bid Download : [Available](#)

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| Notification Method |               |       |               |
|---------------------|---------------|-------|---------------|
| Not notified        | Priority Mail | Email | County WebVen |

|                                                                                |
|--------------------------------------------------------------------------------|
| Unable to confirm address, email, or the company's existence.                  |
| Also notified via email.                                                       |
| Unable to confirm address, email, or the company's existence.                  |
|                                                                                |
| Unable to confirm address, email, or the company's existence.                  |
|                                                                                |
| Unable to confirm address, email, or the company's existence.                  |
|                                                                                |
| Sent notice via Priority Mail, but came back undeliverable                     |
| Also notified via County WebVen.                                               |
|                                                                                |
|                                                                                |
|                                                                                |
| Sent notice via Priority Mail, but came back undeliverable                     |
| Company's website states: "We will be back soon"                               |
| Company's website states: "We will be back soon"                               |
|                                                                                |
| Sent notice via Priority Mail, but came back undeliverable                     |
|                                                                                |
| Sent notice via Priority Mail, but came back undeliverable on 7/28/15          |
|                                                                                |
| Unable to confirm address, email, or the company's existence                   |
| Sent notice via Priority Mail, but came back undeliverable                     |
| Unable to confirm address, email, or the company's existence                   |
|                                                                                |
| Unable to confirm address, email, or the company's existence                   |
| Unable to confirm address, email, or the company's existence                   |
| Unable to confirm address, email, or the company's existence                   |
|                                                                                |
| Unable to confirm address, email, or the company's existence                   |
|                                                                                |
| Unable to confirm address, email, or the company's existence.                  |
| Unable to confirm address, email, or the company's existence.                  |
| Sent notice via Priority Mail, but came back undeliverable on 7/6/15.          |
| Unable to confirm address, email, or the company's existence.                  |
|                                                                                |
| Unable to confirm address, email, or the company's existence.                  |
|                                                                                |
| Unable to confirm address, email, or whether he is still working as a CPA.     |
| Unable to confirm address, email, or the company's existence.                  |
|                                                                                |
|                                                                                |
| No one found under this name.                                                  |
|                                                                                |
|                                                                                |
| Sent notice via Priority Mail, but came back undeliverable.                    |
| email under cpa@givenco.com undeliverable; sent to info@givenco.com on 6/29/15 |

**Attachment 3**  
Page 1 of 3

| Notification Method |
|---------------------|
|---------------------|

### Comments

| No. | Name of Contractors                                  | Contact Person                   | Email Address              | Phone Number   | Address                              | City                  | Zip   | Not notified | Priority Mail | Email | County Web/Ven                                                                            |
|-----|------------------------------------------------------|----------------------------------|----------------------------|----------------|--------------------------------------|-----------------------|-------|--------------|---------------|-------|-------------------------------------------------------------------------------------------|
| 65  | Greater Los Angeles African American Chamber of Comm | Tamara Ashford                   |                            | (323) 292-1451 | 5100 W. Goldleaf Circle #203         | Los Angeles, CA.      | 90056 |              | 1             |       |                                                                                           |
| 66  | Gursey Schneider Company                             | Stanley Schneider                |                            | 310-552-0960   | 1888 Century Park East, Suite 900    | Los Angeles, CA.      | 90067 |              | 1             |       |                                                                                           |
| 67  | Harris Smith                                         | Grand Thornton LLP               |                            |                | 1000 Wilshire Blvd., Ste. 700        | Los Angeles, CA.      | 90017 |              | 1             |       |                                                                                           |
| 68  | Helen Kahng CPA                                      |                                  |                            |                | 4410 El Camino Real #202             | Los Altos, CA         | 94022 |              | 1             |       |                                                                                           |
| 69  | Henry Igboke                                         | Henry Igboke                     | service@henrycpa.com       |                | 8280 E. Ellerford St.                | Long Beach, CA.       | 90808 |              |               | 1     |                                                                                           |
| 70  | HMI Associates, Inc.                                 | Andy Heider                      |                            |                | 6400 Canoga Ave., #300               | Woodland Hills, CA.   | 91367 | 1            |               |       | Sent notice via Priority Mail, but came back undeliverable on 7/7/15.                     |
| 71  | Horowitz Zaron McMahon                               | Tracy Brock McLaughlin           |                            | (310) 553-3716 | 1888 Century Park East, Ste. 1015    | Los Angeles, CA.      | 90067 |              | 1             |       |                                                                                           |
| 72  | Independent Consulting Group                         | Bill Rafael                      |                            |                | 3656 Wellington Rd.                  | Los Angeles, CA.      | 90016 | 1            |               |       | Nothing found under exact company name.                                                   |
| 73  | Ingram & Associates                                  | Reginald Ingram                  |                            | (626) 798-4079 | 1306 Sonoma Drive                    | Altadena, CA.         | 91001 |              | 1             |       |                                                                                           |
| 74  | J.M. Castiel, CPA Acctcy Corp.                       | Jaime M. Castiel                 |                            |                | 16055 Ventura Blvd., Ste. 711        | Encino, CA.           | 91436 |              | 1             |       | Found information confirming address on one 3rd party website.                            |
| 75  | James G. Nicholas, CPA                               |                                  |                            |                | 222 N. Sepulveda Blvd., Ste. 2000    | El Segundo, CA.       | 90245 | 1            |               |       | Company listed as being dissolved; others with similar names are not in the area.         |
| 76  | James R. Perry                                       | Perry Hay & Chu                  |                            |                | 22144 Ckaredin Street #304           | Woodland Hills, CA.   | 91367 |              | 1             |       | Listed as a Tax Preparer.                                                                 |
| 77  | JD Schwab & Associates                               |                                  |                            |                | 22013 Gresham St.                    | Canoga Park, CA.      | 91304 |              | 1             |       |                                                                                           |
| 78  | Jeanne Miller Tarazevits, CPA                        |                                  | jeanne@tarabyte.com        |                | 1835 Newport Blvd., Ste. A109-294    | Costa Mesa, CA.       | 92627 | 1            |               |       | Listed as a Quickbooks expert; may need to send.                                          |
| 79  | Jesse Smith                                          | Jaa Je Ess 11                    |                            |                | 8530 Wilshire Blvd., Ste. 404        | Beverly Hills, CA.    | 90211 | 1            |               |       | No CPA with same name in LA County or Counties bordering LA County.                       |
| 80  | Jim Thompson                                         | Municipal Resource Consultants   |                            |                | 32107 W. Lindero Canyon Rd., #233    | Westlake Village, CA. | 91362 | 1            |               |       | No CPA with same name in LA County or Counties bordering LA County.                       |
| 81  | John C.S. Koo                                        | Iskowitz & Koo                   |                            |                | 1801 Century Park East #510          | Los Angeles, CA.      | 90067 | 1            |               |       | Sent notice via Priority Mail, but came back undeliverable.                               |
| 82  | John Coldren                                         | Cushman & Wakefield              |                            |                | 444 S. Flower St.                    | Los Angeles, CA.      | 90071 | 1            |               |       | No CPA with same name in LA County or Counties bordering LA County.                       |
| 83  | John Henerby                                         | Pacific Inspections, Inc.        |                            |                | 1212 N. Vermont Ave.                 | Los Angeles, CA.      | 90029 | 1            |               |       | No CPA with same name in LA County or Counties bordering LA County.                       |
| 84  | Johnson, Thomas & Associates                         | Jay Siegel                       |                            |                | P.O. Box 13666                       | Torrance, CA.         | 90503 | 1            |               |       | Sent notice via Priority Mail, but came back undeliverable on 7/1/15.                     |
| 85  | Johnson, Thomas & Associates                         |                                  | info@jtafi.com             | (310) 316-6527 | 3878 Carson St., Ste. 101            | Torrance, CA.         | 90503 |              |               | 1     |                                                                                           |
| 86  | Jones & Company Professional Corp.                   | Audrey Jones                     | info@jonesccpa.com         |                | 3281 East Guasti Road, Suite 700 One | Ontario, CA.          | 91761 |              |               | 1     |                                                                                           |
| 87  | K.U. Accounting                                      |                                  |                            |                | 2265 W. Broadway St., Ste. 318       | Anaheim, CA.          | 92804 |              | 1             |       |                                                                                           |
| 88  | Kart Altman & Company CPA's                          |                                  |                            |                | 14011 Ventura Blvd., Ste. 301        | Sherman Oaks, CA.     | 91423 |              | 1             |       |                                                                                           |
| 89  | Kasler Ventures Inc.                                 |                                  |                            |                | 337 N Vineyard Ave                   | Ontario, CA.          | 91764 |              | 1             |       |                                                                                           |
| 90  | Kellogg & Anderson                                   | James Walters                    | clientservices@k-a.com     | (818) 971-5100 | 14724 Ventura Blvd., 2nd Floor       | Sherman Oaks, CA.     | 91403 |              |               | 1     |                                                                                           |
| 91  | Kenneth Constable & Company                          |                                  |                            | (818) 883-9386 | 2480 Stearns St.                     | Simi Valley, CA.      | 93063 |              | 1             |       |                                                                                           |
| 92  | Kirk Rascoe                                          | RCA & Associates                 |                            |                | 5608 Valley Glen Way                 | Los Angeles, CA.      | 90043 | 1            |               |       | Sent notice via Priority Mail, but came back undeliverable                                |
| 93  | Kirsch, Kohn & Bridge, LLP                           | Mel Kohn, CPA                    | info@kkbcpa.com            |                | 21550 Oxnard Street, Suite 200       | Woodland Hills, CA    | 91367 |              |               | 1     |                                                                                           |
| 94  | KPMG, LLP Thomas Snow                                | Thomas Snow                      |                            |                | 355 S. Grand Ave., Ste. 2000         | Los Angeles, CA.      | 90071 |              | 1             |       | 1 Also notified via County Web/Ven.                                                       |
| 95  | Lopez & Company, LLP                                 | Richard Lopez                    | info@lopezllp.com          |                | 3452 E. Foothill Blvd., Ste. 820     | Pasadena, CA.         | 91107 |              |               | 1     | 1 Also notified via County Web/Ven.                                                       |
| 96  | Lori King                                            | Conrad & Associates, LLP         |                            |                | 2301 Dupont Dr., Ste. 200            | Irvine, CA.           | 92612 | 1            |               |       | Unable to confirm address, email, or the company's existence.                             |
| 97  | Lucas & Company                                      |                                  |                            |                | 100 E Corson Street Ste 200          | Pasadena, CA.         | 91103 |              | 1             |       |                                                                                           |
| 98  | M. R. Grant, CPA, An Accountancy Corporation         | M.R. Grant, CPA                  |                            |                | 6333 Wilshire Blvd., Ste. 511        | Los Angeles, CA.      | 90048 |              | 1             |       |                                                                                           |
| 99  | Magna Systems, Inc.                                  | Frances Kuramoto                 |                            |                | 340 East Second St., Ste. 409        | Los Angeles, CA.      | 90012 |              | 1             |       |                                                                                           |
| 100 | Management Plus Corporation                          |                                  |                            |                | 22007 Pacific Coast Hwy.             | Malibu, CA.           | 90265 | 1            |               |       | Do not contact in the future; recipient notified Elena of it being an unrelated business. |
| 101 | Marciano Paredes, CPA                                |                                  |                            |                | 9655 Gunn Ave.                       | Whittier, CA.         | 90605 |              | 1             |       |                                                                                           |
| 102 | Marcum LLP Accountants and Advisors                  |                                  | info@marcumllp.com         | (310) 432-7448 | 2049 Century Park East, Suite 300    | Los Angeles, CA       | 90067 |              |               | 1     | Old email listed undeliverable: sent to info address on 6/29/15.                          |
| 103 | Mark Wirth                                           | McGladrey & Pullen Llp           |                            |                | 251 S. Lake Ave. #300                | Pasadena, CA.         | 91101 |              | 1             |       |                                                                                           |
| 104 | Marshall Campbell & Co.                              |                                  |                            |                | 2049 Century Park East, Ste. 1100    | Los Angeles, CA.      | 90067 | 1            |               |       | Sent notice via Priority Mail, but came back undeliverable.                               |
| 105 | Megan Doherty                                        | Doherty Professional Association |                            |                | 3701 Wilshire Blvd. #850             | Los Angeles, CA.      | 90010 | 1            |               |       | No CPA with same name in LA County or Counties bordering LA County.                       |
| 106 | Melvin Gageman                                       | Good, Gageman & Burns            |                            |                | 11755 Wilshire Blvd., Ste. 1700      | Los Angeles, CA.      | 90025 | 1            |               |       | No CPA in similar address or area found under same name.                                  |
| 107 | Michael Cox                                          | Parke Guphill & Company LLP      |                            |                | 3175 Sedona Ct. Ste., A              | Ontario, CA.          | 91764 | 1            |               |       | No CPA in similar address or area found under same name.                                  |
| 108 | Michael Moreland                                     | Moreland & Associates            |                            |                | 1201 Dove St., Ste. 680              | Newport Beach, CA     | 92660 | 1            |               |       | No CPA with same name in LA County or Counties bordering LA County.                       |
| 109 | Miranda & Associates                                 | Deloitte & Touche Consulting     | info@mirandaassociates.com |                | 1595 South Mission Road              | Fallbrook, CA         | 92028 |              |               | 1     | Robert Miranda found under Miranda & Associates.                                          |
| 110 | Montgomery Niemeyer Co.                              | Becky Niemeyer                   | info@monie.com             |                | 1037 Park View Drive                 | Covina, CA.           | 91724 |              |               | 1     |                                                                                           |
| 111 | Moore & Company                                      |                                  |                            |                | 16055 Ventura Blvd., Ste. 1212       | Encino, CA.           | 91436 | 1            |               |       | Company listed as being dissolved; others with similar names are not in the area.         |
| 112 | Morgan Knechtel                                      | Maginnis Knechtel & Mc Intyre    |                            |                | 950 S. Arroyo Parkway                | Pasadena, CA.         | 91105 | 1            |               |       | No CPA with same name in LA County or Counties bordering LA County.                       |
| 113 | N. Moore & Associates                                | Norma M. Moore                   |                            |                | 1515 W. 101st Street                 | Los Angeles, CA.      | 90047 | 1            |               |       | Unable to confirm address, email, or the company's existence.                             |
| 114 | New Horizons Etc.                                    | W.H. Smith Jr.                   |                            |                | 2360 Loma Vista Place                | Los Angeles, CA.      | 90039 | 1            |               |       | Unable to confirm address, email, or the company's existence.                             |
| 115 | Nunez & Associates, Inc.                             | Elena Nunez                      | enunez@nunez1.com          |                | 3711 N. Harbor Blvd., Ste. B         | Fullerton, CA.        | 92835 |              |               | 1     | Also notified via County Web/Ven.                                                         |
| 116 | O'Mara & Associates                                  | Shaynn L. O'Mara                 |                            |                | 419 North Larchmont Blvd., #56       | Los Angeles, CA.      | 90004 | 1            |               |       | Unable to confirm address, email, or the company's existence.                             |
| 117 | OMS Enterprises LLC AKA OMS Electronics              | Sartai Awan                      |                            |                | 28170 Avenue Crocker, Ste. 107       | Valencia, CA.         | 91355 | 1            |               |       | Sent notice via Priority Mail, but came back undeliverable.                               |
| 118 | Ozur Andersen & Radder                               | Thomas Andersen                  |                            |                | 9171 Wilshire Blvd., Ste. 512        | Beverly Hills, CA.    | 90210 | 1            |               |       | Sent notice via Priority Mail, but came back undeliverable.                               |
| 119 | Pacific Credit Bob Andrade                           | Bob Andrade                      |                            |                | 7800 Commonwealth Ave. Suite 203     | Buena Park, CA.       | 90621 | 1            |               |       | Sent notice via Priority Mail, but came back undeliverable.                               |
| 120 | Pacific Southwest                                    | William Jennings                 |                            |                | 1000 Sunset Blvd., Ste. 200          | Los Angeles, CA.      | 90012 | 1            |               |       | Unable to confirm address, email, or the company's existence.                             |
| 121 | Patrick Secoy & Assoc                                | Patrick Secoy & Associates       |                            |                | 1349 N. Columbus Ave. #13            | Glendale, CA.         | 91202 |              | 1             |       |                                                                                           |
| 122 | Paving Net Contractor & Supply                       |                                  |                            |                | 11 S. Termino, Ste. 214              | Long Beach, CA.       | 90803 |              | 1             |       |                                                                                           |
| 123 | Premiere Healthcare Advocates                        | Eva Gomez                        |                            |                | 13758 Victory Blvd., Suite 204       | Van Nuys, CA.         | 91401 | 1            |               |       | Unable to confirm address, email, or the company's existence.                             |
| 124 | Price Waterhouse Coopers                             | Tom McGuinness                   |                            |                | 601 South Figueroa Street Suite 900  | Los Angeles, CA.      | 90017 |              | 1             |       |                                                                                           |
| 125 | Primerica Financial Services                         |                                  |                            |                | 3750 Pio Pico Dr.                    | Carlsbad, CA.         | 92008 | 1            |               |       | Unable to confirm address, email, or the company's existence.                             |
| 126 | Project Control Consulting, Inc.                     | Laura Grant                      |                            |                | 27431 Cenajo                         | Mission Viejo, CA.    | 92691 |              | 1             |       |                                                                                           |
| 127 | Rafael Badillo                                       |                                  |                            |                | P.O. Box 10866                       | Canoga Park, CA.      | 91309 | 1            |               |       | Unable to confirm address, email, or the company's existence.                             |
| 128 | Ramineh, Fani, Nowakhtar & Rashidi, LLP              | Ramineh Fani & Nowakhtar CPA     |                            |                | 5757 Wilshire Blvd. #937             | Los Angeles, CA.      | 90036 |              | 1             |       |                                                                                           |
| 129 | RBZ (will become Armanino LLP - effective 8-1-15)    | Roth Bookstein & Zaslow, LLP     | info@rbz.com               |                | 11766 Wilshire Blvd., Ninth Floor    | Los Angeles, CA.      | 90025 |              |               | 1     |                                                                                           |
| 130 | Rex Poulsen                                          | Forster Pannell Lkerr            |                            |                | 400 S. Hope St.                      | Los Angeles, CA.      | 90071 | 1            |               |       | Unable to confirm address, email, or the company's existence.                             |

**BUSINESS LICENSE FIELD INSPECTION SERVICES RFP MAILING LIST**

| No.    | Name of Contractors                | Contact Person                  | Email Address                                                                      | Phone Number | Address                               | City                  | Zip   | Notification Method |               |       |               | Comments                                                              |
|--------|------------------------------------|---------------------------------|------------------------------------------------------------------------------------|--------------|---------------------------------------|-----------------------|-------|---------------------|---------------|-------|---------------|-----------------------------------------------------------------------|
|        |                                    |                                 |                                                                                    |              |                                       |                       |       | Not notified        | Priority Mail | Email | County WebVen |                                                                       |
| 131    | Richard Suarez Jr., CPA            | Suarez Accountancy Corp.        |                                                                                    |              | 1891 N. Gaffey St. #217               | San Pedro, CA.        | 90731 |                     | 1             |       |               |                                                                       |
| 132    | Robert K. Green                    | Penmar Mgt. & Finance Inc.      |                                                                                    |              | 1852 W. Lomita Blvd., Ste. 206        | Lomita, CA.           | 90717 | 1                   |               |       |               | Unable to confirm address, emai, or the company's existence.          |
| 133    | Robyn T. Elliot                    |                                 |                                                                                    |              | 5767 Uplander Way, Ste. 208           | Culver City, CA.      | 90230 |                     | 1             |       |               |                                                                       |
| 134    | Rolland J. Vasin                   | Vasin Heyn & Company            | <a href="mailto:info@vhcoaudit.com">info@vhcoaudit.com</a>                         |              | 5000 N. Parkway Ste. 301              | Calabasas, CA.        | 91302 |                     |               | 1     |               |                                                                       |
| 135    | Ronald Ito                         | Weil & Company                  |                                                                                    |              | 100 Wilshire Blvd., Ste. 950          | Santa Monica, CA.     | 90401 | 1                   |               |       |               | Unable to confirm address, email, or the company's existence.         |
| 136    | Sabocor & Co., LLP                 | Santiago Sabocor                | <a href="mailto:info@sabocor.com">info@sabocor.com</a>                             |              | 3660 Wilshire Blvd., Ste. 900         | Los Angeles, CA.      | 90010 |                     |               | 1     |               |                                                                       |
| 137    | Sally Anderson                     | Ernst & Young                   |                                                                                    |              | 3403 Tenth St., Ste. 900              | Riverside, CA.        | 92501 | 1                   |               |       |               | No CPA in similar address or area found under same name.              |
| 138    | Saykin Foo, CPA                    | Saykin Foo                      |                                                                                    |              | 3111 Los Feliz Blvd., Ste. 201        | Los Angeles, CA.      | 90039 |                     | 1             |       |               |                                                                       |
| 139    | Sherman & Associates               |                                 |                                                                                    |              | 26895 Aliso Creek Rd., Ste. B-113     | Aliso Viejo, CA.      | 92656 | 1                   |               |       |               | Unable to confirm address, email, or the company's existence.         |
| 140    | Simpson & Simpson, LLP             | Brainard C. Simpson             | <a href="mailto:info@simpsonandsimpsoncpas.com">info@simpsonandsimpsoncpas.com</a> |              | 633 West 5th Street                   | Los Angeles, CA.      | 90071 |                     | 1             | 1     |               | Also notified via email.                                              |
| 141    | SingerLewak LLP                    | Lewis E. Sharpstone             | <a href="mailto:info@singerlewak.com">info@singerlewak.com</a>                     |              | 10960 Wilshire Blvd., 7th Floor       | Los Angeles, CA.      | 90024 |                     |               | 1     |               |                                                                       |
| 142    | Stephen N. Elias & Associates      | Stephen N. Elias                | <a href="mailto:elias@instanet.com">elias@instanet.com</a>                         |              | 22935 Oxnard Street                   | Woodland Hills, CA.   | 91367 |                     |               | 1     |               |                                                                       |
| 143    | Stern, Kory, Sreden & Morgan       | Stern Kory Sreden & Morgan, CPA |                                                                                    |              | 24961 The Old Road, 2nd Floor         | Stevenson Ranch, CA.  | 91381 | 1                   |               |       |               | Duplicate of a firm already notified via physical mail.               |
| 144    | Stern, Kory, Sreden & Morgan, AAC. | Stern Kory Sreden & Morgan, CPA |                                                                                    |              | 24961 The Old Road, 2nd Floor         | Stevenson Ranch, CA.  | 91381 |                     | 1             |       |               |                                                                       |
| 145    | Steven J. Joffee                   | Joffee & Joffee                 |                                                                                    |              | 19960 Hemmingway St.                  | Winnetka, CA.         | 91306 | 1                   |               |       |               | No CPA in similar address or area found under same name.              |
| 146    | Suzukawa Hayasaki Nakano           |                                 |                                                                                    |              | 3440 Torrance Blvd., Ste. 102         | Torrance, CA.         | 90503 | 1                   |               |       |               | No CPA in similar address or area found under same name.              |
| 147    | Tabachnick Accountancy Corp.       |                                 |                                                                                    |              | 21700 Oxnard St.                      | Woodland Hills, CA    | 91367 | 1                   |               |       |               | Sent notice via Priority Mail, but came back undeliverable on 7/2/15. |
| 148    | Temo A. Arjani & Co, LLP           | Wendell Young                   | <a href="mailto:Temo@Arjani.com">Temo@Arjani.com</a>                               |              | 301 E. Colorado Blvd., Ste. 426       | Pasadena, CA.         | 91101 |                     |               | 1     |               |                                                                       |
| 149    | The Borden Group                   |                                 | <a href="mailto:Jackie@thebordengroup.net">Jackie@thebordengroup.net</a>           |              | 71 Bramble Lane                       | Aliso Viejo, CA.      | 92656 |                     |               | 1     |               |                                                                       |
| 150    | The Hdl. Companies                 | Lloyd de Llamas                 |                                                                                    |              | 1340 Valley Vista Dr. #200            | Diamond Bar, CA.      | 91765 |                     | 1             |       |               |                                                                       |
| 151    | The Zamzow Group, Inc.             | Brenda Zamzow-frazier           |                                                                                    |              | 264 South La Cienega Blvd., Ste. 1120 | Beverly Hills, CA.    | 90211 |                     | 1             |       | 1             | Also notified via County WebVen.                                      |
| 152    | Tinana & Chow                      | Vedeo Tinana                    |                                                                                    |              | 13200 Crossroads Pkwy., #480          | City of Industry, CA. | 91746 |                     | 1             |       |               |                                                                       |
| 153    | Trilink Collaborate, LLC           |                                 | <a href="mailto:info@trilink.org">info@trilink.org</a>                             |              | 26895 Aliso Creek Rd., Ste. B-702     | Aliso Viejo, CA.      | 92656 |                     |               | 1     |               |                                                                       |
| 154    | Vaszuez & Company LLP              | Gilbert Vasquez                 |                                                                                    |              | 801 S. Grand Ave., Ste. 400           | Los Angeles, CA.      | 90017 |                     | 1             |       | 1             | Also notified via County WebVen.                                      |
| 155    | Volt Information Sciences          | Sidney M. Richter               |                                                                                    |              | 2401 N. Glassell St.                  | Orange, CA.           | 92865 |                     | 1             |       |               |                                                                       |
| 156    | Waldrum & Company Associated       |                                 |                                                                                    |              | 13162 Marsh Street                    | Caruthers, CA.        | 93609 | 1                   |               |       |               | Unable to confirm address, email, or the company's existence.         |
| 157    | Weelington Hall                    |                                 |                                                                                    |              | 1910 West Sunset Blvd.                | Los Angeles, CA.      | 90026 | 1                   |               |       |               | Unable to confirm address, email, or the company's existence.         |
| 158    | William Burr Business Consultant   |                                 |                                                                                    |              | 1011 W. 52nd Street                   | Los Angeles, CA.      | 90037 |                     | 1             |       |               |                                                                       |
| 159    | Williams & Tucker Accountancy      | Phyllis Tucker                  |                                                                                    |              | 3711 Long Beach Blvd., Ste. 809       | Long Beach, CA.       | 90807 | 1                   |               |       |               | Sent notice via Priority Mail, but came back undeliverable on 7/8/15. |
| 160    | Windes, Inc.                       | Dennis Hadeen                   |                                                                                    |              | 601 South Figueroa Street Suite 4950  | Los Angeles, CA       | 90017 |                     |               | 1     |               |                                                                       |
| 161    | Ziba Soroudi, CPA                  | Ziba Soroudi                    |                                                                                    |              | 11693 San Vicente Blvd., Ste. 213     | Los Angeles, CA.      | 90049 |                     |               | 1     |               |                                                                       |
| TOTALS |                                    |                                 |                                                                                    |              |                                       |                       |       | 69                  | 67            | 27    | 5             |                                                                       |

**ATTACHMENT 4**

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**MINORITY, WOMEN, DISADVANTAGED OR  
DISABLED VETERAN BUSINESS ENTERPRISE  
STATISTICAL INFORMATION**

FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSER  
BUSINESS LICENSE FIELD INSPECTION SERVICES

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

| FIRM INFORMATION                                                                            | First Corporate Solutions, Inc. |            |
|---------------------------------------------------------------------------------------------|---------------------------------|------------|
| <b>CULTURAL/ETHNIC COMPOSITION</b>                                                          | <b>% of Ownership</b>           | <b>No.</b> |
| <b>OWNERS/ PARTNERS:</b>                                                                    |                                 |            |
| Black/African American                                                                      | N/A                             |            |
| Hispanic/Latino                                                                             | 100.00%                         | 1          |
| Asian or Pacific Islander                                                                   | N/A                             |            |
| American Indian                                                                             | N/A                             |            |
| Filipino                                                                                    | N/A                             |            |
| All others                                                                                  | N/A                             |            |
| Women (included above)                                                                      | 100.00%                         | 1          |
| <b>MANAGERS:</b>                                                                            |                                 |            |
| Black/African American                                                                      | 0                               |            |
| Hispanic/Latino                                                                             | 1                               |            |
| Asian or Pacific Islander                                                                   | 0                               |            |
| American Indian                                                                             | 0                               |            |
| Filipino                                                                                    | 0                               |            |
| All others                                                                                  | 0                               |            |
| Women (included above)                                                                      | 0                               |            |
| <b>STAFF:</b>                                                                               |                                 |            |
| Black/African American                                                                      | 0                               |            |
| Hispanic/Latino                                                                             | 3                               |            |
| Asian or Pacific Islander                                                                   | 0                               |            |
| American Indian                                                                             | 0                               |            |
| Filipino                                                                                    | 0                               |            |
| All others                                                                                  | 1                               |            |
| Women (included above)                                                                      | 2                               |            |
| <b>TOTAL NUMBER OF EMPLOYEES</b>                                                            | 6                               |            |
| <b>BUSINESS STRUCTURE</b>                                                                   | Corporation                     |            |
| <b>Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?</b> | Yes                             |            |





**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**NUÑEZ & ASSOCIATES, INC.**

**FOR**

**BUSINESS LICENSE FIELD INSPECTION SERVICES**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
NUÑEZ & ASSOCIATES, INC.  
FOR  
BUSINESS LICENSE FIELD INSPECTION SERVICES**

This Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the County of Los Angeles, hereinafter referred to as County and Nuñez & Associates, Inc., hereinafter referred to as Contractor. Nuñez & Associates, Inc. is located at 3711 N. Harbor Blvd., Suite B, Fullerton, CA 92835.

**RECITALS**

WHEREAS, pursuant to Government Code Section 31000 which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Contractor is a private firm specializing in providing Business License Field Inspection Services; and

WHEREAS, Contractor has submitted a proposal to the County Treasurer and Tax Collector (TTC) for provision of such services and based upon the Request For Proposal process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the TTC on behalf of the County shall administer said Contract; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Business License Field Inspection Services; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT A1 - Statement of Work Attachments
- 1.3 EXHIBIT B - Pricing Schedule
- 1.4 EXHIBIT C - Statement of Work and Contract Technical Exhibits
- 1.5 EXHIBIT D - Contractor's EEO Certification
- 1.6 EXHIBIT E - County's Administration
- 1.7 EXHIBIT F - Contractor's Administration
- 1.8 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.9 EXHIBIT H - Jury Service Ordinance
- 1.10 EXHIBIT I - Safely Surrendered Baby Law
- 1.11 EXHIBIT J - Defaulted Property Tax Reduction Program

### **Unique Exhibits:**

- 1.12 EXHIBIT K - Living Wage Ordinance
- 1.13 EXHIBIT L - Living Wage Rate Annual Adjustments
- 1.14 EXHIBIT M - Payroll Statement of Compliance

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this



Contract shall be valid unless prepared pursuant to Subparagraph 8.1, Change Notices and Amendments, and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. 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.

- 2.1 CONTRACT:** Agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work (SOW), Exhibit A.
- 2.2 CONTRACTOR:** The sole proprietor, partnership, corporation, or other person or entity that has entered into this Contract with the County.
- 2.3 CONTRACTOR'S CONTRACT ADMINISTRATOR:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.4 CONTRACTOR'S CONTRACT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract Award.
- 2.5 COUNTY'S CONTRACT ADMINISTRATOR:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.6 COUNTY:** County of Los Angeles.
- 2.7 COUNTY'S CONTRACT MANAGER:** Person designated by the County's Contract Administrator to manage the operations under this Contract.
- 2.8 COUNTY'S CONTRACT MONITOR:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.9 DAYS(S):** Calendar day(s) unless otherwise specified.
- 2.10 FISCAL YEAR:** The 12-month period beginning July 1st and ending the following June 30th.

**2.11 QUALITY CONTROL PROGRAM:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the SOW, Appendix A.

**2.12 THE TREASURER AND TAX COLLECTOR:** The Department Head of the County's Treasurer and Tax Collector or his/her designee.

**2.13 TTC:** As used herein, the acronym "TTC" shall mean the County of Los Angeles Treasurer and Tax Collector, as a department.

### **3.0 WORK**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth herein.

3.2 The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor's profession or field of practice.

3.3 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.

### **4.0 TERM OF CONTRACT**

4.1 The Term of this Contract shall be three years commencing upon approval by the County's Board or May 3, 2016, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract Term for up to two additional one-year periods and/or six month-to-month extensions, for a maximum total Contract Term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the TTC throughout the Term of the Contract to meet the needs of the County. In the event the TTC desires to renew the Contract by exercising an option term, the TTC shall provide Contractor with a written notice of intent to renew the Contract 30 calendar days prior to the expiration of the Term of the Contract. The renewal option shall be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension option.

- 4.3 The Contractor shall notify the TTC when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send a written notification to the TTC at the address herein provided in Exhibit E, County's Administration.

## **5.0 CONTRACT SUM**

- 5.1 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with the "Pricing Schedule," Exhibit B and shall not exceed \$150,000 for the first year of this Contract.
- 5.2 Contract rates specified in "Pricing Schedule," Exhibit B, shall remain firm and fixed for the Term of the Contract including all option extensions.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit E, County's Administration.
- 5.5 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall

immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5.6 INVOICES AND PAYMENTS**

5.6.1 The Contractor shall invoice the County, monthly in arrears, only for providing the tasks, deliverables, goods, services, and other work specified in SOW, Exhibit A and elsewhere hereunder. The Contractor shall prepare invoices which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Pricing Schedule, Exhibit B and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the TTC does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with Pricing Schedule, Exhibit B.

5.6.3 The Contractor's invoices shall be legible and contain the information set forth in SOW, Exhibit A describing the tasks, deliverables, goods, services, and/or other work for which payment is claimed. Each monthly invoice shall include the following information:

- Invoice date, unique invoice number, and the month and year when the service(s) was delivered;
- Contractor's legal name and doing business as, if applicable, Tax Identification Number, and remittance address;
- Agreement name and number;
- Enumeration of the quantity, Contract rate, and subtotal for each service type in accordance with Pricing Schedule, Exhibit B, and the invoice grand total.

5.6.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service. If the invoice period crosses two different Contract years, the Contractor must submit the invoice with

charges separated by Contract year, or submit two separate invoices for each Contract year.

**Prop A - Living Wage Program:**

**No invoice will be approved for payment unless the following is included:**

- **Exhibit M - Payroll Statement of Compliance**

5.6.5 All invoices and supporting documentation shall be submitted to:

- Email Address: [tcbudget@ttc.lacounty.gov](mailto:tcbudget@ttc.lacounty.gov); or
- One original and one copy to the following address:

Fiscal Services Section  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012

5.6.6 The County's Contract Manager shall contact the Contractor when a revised invoice is required. The Contractor shall notate "Revised" or "Corrected" on the corrected invoice, update the invoice date, and resubmit in accordance with Subparagraph 5.6.5. If the revised invoice uses a different invoice number, the revised invoice shall also reference the original invoice number.

5.6.7 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two weeks from receipt of properly prepared invoices by the County. The Contractor shall submit a revised invoice when requested by the TTC in accordance with Subparagraph 5.6.5.

5.6.8 **Local Small Business Enterprises (SBE) – Prompt Payment Program**

Certified Local SBEs registered in the County's Prompt Payment Program will receive prompt payment for services

they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice. A Certified Local SBE vendor registered in the Prompt Payment Program must stamp all invoices with the "Prompt Pay" certification stamp.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY'S ADMINISTRATION**

A listing of all County's Administration referenced in the following paragraphs is designated in Exhibit E, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **COUNTY PERSONNEL**

The TTC shall assign a Contract Administrator and a Contract Manager to provide overall management and coordination of the Contract and act as liaisons for the TTC. The County's Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and the County's Contract Manager will monitor the Contractor's performance during the Term of the Contract. The TTC shall inform the Contractor in writing of the name, address, and telephone number of the individuals designated to act as Contract Administrator and Contract Manager, or any alternate identified in Exhibit E, County's Administration, of this Contract at the time the Contract is executed and notify the Contractor as changes occur.

## **6.1 COUNTY'S CONTRACT ADMINISTRATOR**

- 6.1.1 The County's Contract Administrator is designated in Exhibit E, County's Administration. The County shall contact the Contractor in writing of any changes in the name or address of the County's Contract Administrator.
- 6.1.2 The County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with the Contract and inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of the Contractor.
- 6.1.3 The County's Contract Administrator is responsible for providing overall direction to Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

- 6.1.4 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, of this Contract and is not authorized to further obligate the County in any respect whatsoever.

## **6.2 COUNTY'S CONTRACT MANAGER**

- 6.2.1 The responsibilities of the County's Contract Manager/Alternate Contract Manager include:
- As needed, requesting meetings with the Contractor's Contract Manager/Alternate Contract Manager; and
  - Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 6.2.2 The County's Contract Manager/Alternate Contract 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 the County in any respect whatsoever.

## **6.3 COUNTY'S CONTRACT MONITOR**

- 6.3.1 The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager/Alternate Contract Manager.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **CONTRACTOR PERSONNEL**

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.

The Contractor shall be required to background check its employees as set forth in Subparagraph 7.6, Background and Security Investigations, of this Contract.

### **7.1 CONTRACTOR'S CONTRACT ADMINISTRATOR**

- 7.1.1 The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract

Administrator shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. The TTC must be provided in writing with the name, address, and telephone number of the individual designated to act as the Contract Administrator or any alternate identified in Exhibit F of this Contract, and provide a current copy of the person's resume at the time the Contract is executed and notify the TTC as changes occur.

- 7.1.2 The Contractor's Contract Administrator shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensuring Contractor's compliance with this Contract.
- 7.1.3 The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

## **7.2 CONTRACTOR'S CONTRACT MANAGER**

- 7.2.1 The Contractor's Contract Manager/Alternate Contract Manager is designated in Exhibit F, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager/Alternate Contract Manager.
- 7.2.2 The Contractor shall assign a Contract Manager/Alternate Contract Manager, and a designated alternate, to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to the daily operation of the Contract. The Contract Manager or the Alternate Contract Manager shall be available on a daily basis Monday through Friday during the hours of 7:00 a.m. to 5:00 p.m. (Pacific Time) for telephone contact and to meet with County personnel regarding the operation of the Contract.



### **7.3 NOTICE OF PERSONNEL CHANGES**

The Contractor shall inform the TTC's Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contract Manager and Alternate Contract Manager at the time the Contract is implemented and as changes occurs during the Term of the Contract. Such notification shall be made by the Contractor no later than five business days after a change occurs and shall include a current resume for the new person. The TTC shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

### **7.4 APPROVAL OF CONTRACTOR'S STAFF**

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff including, but not limited to, the Contractor's Contract Manager.

### **7.5 CONTRACTOR'S STAFF IDENTIFICATION**

- 7.5.1 The Contractor shall provide adequate staff to complete the Business License Field Inspection Services.
- 7.5.2 The Contractor shall provide, at Contractor's expense, all staff assigned to this Contract with a photo identification badge when on the TTC premises in accordance with the County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the badge. The Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.5.3 The Contractor shall notify the TTC within one business day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff's County photo ID badge at the time of removal from the County Contract.
- 7.5.4 If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff County photo Identification badge at the time of removal from working on the Contract.

## **7.6 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.6.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include state, local, and federal level review which may include, but not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with background information shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.
- 7.6.2 A member of Contractor's staff shall not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the TTC. During the Term of the Contract, if the TTC receives a subsequent disqualifying factor for a member of the Contractor's staff, the TTC shall request that the member of the Contractor's staff be immediately removed from performing services under the Contract. The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.6.3 The TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the Term of the Contract.
- 7.6.4 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with the County facility access.

- 7.6.5 Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.6.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Subparagraph 7.6 and when changes occur in staffing or as requested by the TTC. Contractor shall not allow employees to work on any job for the TTC prior to successfully passing the background investigation check. In addition, if the TTC finds that a member of the Contractor's staff, who has not passed the background investigation, is dispatched to perform services under the Contract, the Contractor shall immediately remove the staff member upon request of the TTC.
- 7.6.7 Following a Contractor employee's clearance, when applicable, the TTC will notify the Contractor of any subsequent background results affecting the Contractor employee's ability to work under this Contract.

## **7.7 CONFIDENTIALITY**

- 7.7.1 The 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, the County policies concerning information technology security and the protection of confidential records and information.
- 7.7.2 The Contractor shall indemnify, defend, and hold harmless the 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 the Contractor, its officers, employees, agents, or Subcontractors to comply with this Subparagraph 7.7, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph 7.7 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such

defense at its sole cost and expense, except that in the event the Contractor fails to provide County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel, and reimbursement from the Contractor for all costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

- 7.7.3 The Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.7.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.7.6 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.
- 7.7.7 During the Term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC's Contract Administrator whenever changes in personnel occur.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 CHANGE NOTICES AND AMENDMENTS**

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the Term, Contract Sum, or payments and do not materially alter the Contract. All such changes shall be executed with a Change Notice to this Contract signed by the Contractor and by the County's Contract Administrator.

- 8.1.2 For any change, which affects the Contract Sum and/or SOW that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.3 For any change, which affects the Term, Contract Sum, and/or SOW under this Contract that materially alters the Contract, an Amendment to this Contract shall be prepared; therefore, executed by the Contractor and by the Treasurer and Tax Collector or his/her designee, and thereafter by the County's Board.
- 8.1.4 For any change which affects the Term or Contract Sum under this Contract, an Amendment shall be prepared; executed by the Contractor, and thereafter by the County's Board, except that the Treasurer and Tax Collector or his/her designee is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed 15 percent of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change shall be in writing and signed by the Contractor and the Treasurer and Tax Collector or his/her designee.
- 8.1.5 The County's Board, Chief Executive Officer (CEO), 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 or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee.
- 8.1.6 The Treasurer and Tax Collector or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's additional optional one-year periods and/or six month-to-month extensions, a written notice shall be prepared and signed by the Treasurer and Tax Collector or his/her designee and delivered to the Contractor prior to the expiration of the current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The 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 the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the County's 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.
- 8.2.2 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 affected in such a way as to give majority control of the 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 the County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the 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, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

## **8.3 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.

#### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board 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.

#### **8.5 COMPLAINTS**

The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

- 8.5.1 Within ten business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County's approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.7 Copies of all written responses shall be sent to the County's Contract Administrator within three business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless the 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 the Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.



## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The 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. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or

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

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

## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with the 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 the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The 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. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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 the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the

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 the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board 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.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. 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.
3. 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five 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.

5. 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 years; (2) the debarment has been in effect for at least five 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.
6. 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of the County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF THE 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](http://www.babysafela.org).

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 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.

8.14.2 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).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the 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. The Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUND**

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor, employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The 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 any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and/or Change Notices prepared pursuant to Subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to



Amendments and/or Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 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.

#### **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable 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 paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise

mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTIONS, 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.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 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 the 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.

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

8.22.3 The 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.

8.22.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.7, Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers,

employees, agents, and volunteers (County Indemnitees) 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 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 the 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.

### **8.24.1 Evidence of Coverage and Notice to the County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided 15 business days prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor 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 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:

Contracts Section  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012

Contractor also shall promptly report to the 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 the Contractor.

The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The 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.

#### **8.24.3 Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to the County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

The 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 the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

#### **8.24.5 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 the County.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

The 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 the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the 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.

#### **8.24.8 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

The 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 the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the 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.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims 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 years following Contract expiration, termination, or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

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

#### **8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review and then approve the 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.

#### **8.24.14 County Review and Approval of Insurance Requirements**

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

### **8.25 INSURANCE COVERAGE**

- 8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

|                                          |             |
|------------------------------------------|-------------|
| General Aggregate:                       | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Each Occurrence:                         | \$1 million |

#### **8.25.2 Automobile Liability**

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million 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.

#### **8.25.3 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 million per accident. If the Contractor will provide leased employees, or is an employee leasing, or temporary staffing firm, or a professional employer organization, 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 the County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to the 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.

### **8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of the Treasurer and Tax Collector or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector 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 Treasurer and Tax Collector or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Treasurer and Tax Collector or his/her designee, determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector or



his/her designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector or his/her designee, 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 Treasurer and Tax Collector or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of 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 is \$100 per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, 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 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 the County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor (or invoiced to the Contractor if no payment is due) from the County, as determined by the County.

8.26.3 The action noted in Subparagraph 8.26.2 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.

8.26.4 This paragraph 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 Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 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.

## **8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 The 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.
- 8.28.2 The Contractor shall certify to and comply with the provisions of Exhibit D, Contractor's EEO Certification.
- 8.28.3 The 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.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Subparagraph 8.28, have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend 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 and Housing 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 the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 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 \$500 for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON-EXCLUSIVITY**

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

## **8.30 NOTICE OF DELAYS**

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

## **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Contract Administrator and/or County's Contract Manager any dispute between the County and the Contractor regarding the performance

of services as stated in this Contract. If the County's Contract Administrator or the County's Contract Manager is not able to resolve the dispute, the Treasurer and Tax Collector or his/her designee shall resolve it.

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The 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 the Internal Revenue Service Notice No. 1015.

#### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be 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 Exhibits E, County's Administration, and F, Contractor's Administration. Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The Treasurer and Tax Collector or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

## **8.36 PUBLIC RECORDS ACT**

- 8.36.1 Any documents submitted by the Contractor, all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38, Record Retention and Inspection/Audit Settlement of this Contract, as well as those documents which were required to be submitted in response to the Request for Proposals used in 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 the California Government Code Section 625, 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 issued by a court of competent jurisdiction.
- 8.36.2 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 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.

## **8.37 PUBLICITY**

- 8.37.1 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:
- The Contractor shall develop all publicity material in a professional manner; and
  - 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.

- 8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subparagraph 8.37 shall apply.

#### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material 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 years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the 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 material at such other location.

- 8.38.1 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 (A-C) 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).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.3 If, at any time during the Term of this Contract or within five 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 A-C, 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.
- 8.38.4 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 paragraph 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 years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the 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.

- 8.38.5 **Financial Statements:** Beginning one year after the effective date and every year thereafter until the expiration of this Contract, the Contractor shall submit to the County a complete set of financial statements, audited if available, for the 12 month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). In addition, the Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to the County. The County reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board 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.

### **8.40 SUBCONTRACTING**

- 8.40.1 In entering into this Contract, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, Contractor shall not subcontract this Contract, or any portion thereof. Any attempt by Contractor to subcontract without such consent shall be null and void, and constitutes a material breach of this Contract.



#### **8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, or if Contractor is located or has its principal place of business outside the state of California, compliance to the Child Support Program in the state where it is domiciled or has its principal place of business 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 Subparagraph 8.43, Termination for Default, and pursue debarment of the Contractor, pursuant to the County Code Chapter 2.202.

#### **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 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 the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 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 Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

## **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract if in the judgment of the County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs 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 paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2, 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 paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42, Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Subparagraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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 the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The 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 A-C's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF THE COUNTY LOBBYIST ORDINANCE**

The Contractor and each County Lobbyist or County Lobbying firm as defined in the County Code Section 2.160.010 retained by the Contractor shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County'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.

#### **8.47 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 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.

#### **8.48 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.

#### **8.49 USE OF THE COUNTY SEAL AND/OR THE TTC LOGOS**

The County claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former County Seal and TTC logos (hereafter collectively "County Seal"). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seal, in any format or by any means whatsoever. At no time shall the Contractor in any manner (1) modify the County Seal, or (2) create derivative works of the County Seal. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seal, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment, or delegation without such consent shall be null and void.

#### **8.50 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 Subparagraph 8.50, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.51 WARRANTY AGAINST CONTINGENT FEES**

8.51.1 The 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.

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

## **8.52 WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through the Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Contract will maintain compliance with the County Code Chapter 2.206.

## **8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.52, Warranty of Compliance with the County's Defaulted Property Tax Reduction 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 ten days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to the County Code Chapter 2.206.

#### **8.54 TIME OFF FOR VOTING**

The Contractor shall notify its employees and shall require each Subcontractor to notify and provide to its employees information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

##### **9.1.1 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 County Code, a copy of which is attached as Exhibit K and incorporated by reference into and made a part of this Contract.

##### **9.1.2 Payment of Living Wage Rates**

1. 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 in Exhibit L, for the Employees' services provided to the County including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:
2. For purposes of this paragraph, "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 paragraph. The provisions of this paragraph 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 or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. 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.
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 the 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 the 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.
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.

#### **9.1.3 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 and the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit M), 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.

#### **9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the Term of the Contract, if the Contractor becomes aware of any Labor Law/Payroll Violation or any complaint, investigation or proceeding ("claim") concerning any alleged Labor Law/Payroll Violation (including, but not limited to, any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, Living Wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the

County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any Labor Law/Payroll Violation or claim arising out of the Contractor's Contract with the County, but instead applies to any Labor Law/Payroll Violation or claim arising out of any of the Contractor's operations in California.

#### **9.1.5 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 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.

#### **9.1.6 Notifications to Employees**

The Contractor shall place County-provided Living Wage posters at each of the Contractor's places of business and locations where the 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.

#### **9.1.7 Enforcement and Remedies**

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

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

- a. Withholding of Payment. If 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.
  - b. 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 to the Contractor.
  - c. 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.
2. 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 the Contract. In the event of any such breach, the County

may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If 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.
  - b. 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 its 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 to the Contractor.
  - c. 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.
3. Debarment. In the event the Contractor breaches a requirement of this paragraph, 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 the County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### **9.1.8 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.

#### **9.1.9 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 paragraph 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.

#### **9.1.10 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.

#### **9.1.11 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **9.2 LOCAL SBE PREFERENCE PROGRAM**

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local SBE Preference Program, as codified in Chapter 2.204 of the County Code.

9.2.2 The 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 SBE.

9.2.3 The 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 SBE.

9.2.4 If the Contractor has obtained certification as a Local SBE 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:

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;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a Contract Award.

### **9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the County Code.
- 9.3.2 The 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 Transitional Job Opportunity vendor.
- 9.3.3 The 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 Transitional Job Opportunity vendor.
- 9.3.4 If the Contractor has obtained the County certification as a Transitional Job Opportunity vendor 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:
  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;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Contract Award.

#### **9.4 INFORMATION SECURITY REQUIREMENTS**

The Contractor must adhere to physical and/or computer security safeguards as identified in Appendix B1, SOW Attachments, Attachment XI, Information Security Requirements.

#### **9.5 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM**

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the County Code.
- 9.4.2 The 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 DVBE.
- 9.4.3 The 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 DVBE.
- 9.4.4 If the Contractor has obtained certification as a DVBE 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:



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;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification and fails to notify the state and the ISD of this information prior to responding to a solicitation or accepting a Contract Award.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County, by order of its Board has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

CONTRACTOR: Núñez & Associates, Inc.

By   
ELENA G. NUNEZ  
Name

PRESIDENT  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW  
Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Deputy County Counsel

# **CONTRACT FOR BUSINESS LICENSE FIELD INSPECTION SERVICES**

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## **STATEMENT OF WORK**

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## **STATEMENT OF WORK**

### **1.0 SCOPE OF WORK**

The Treasurer and Tax Collector (TTC) solicited proposals from qualified Contractors for the provision of various types of business license Field Inspections to be conducted in, but not limited to, the unincorporated areas of the County of Los Angeles (County). Title 7 of the County Code requires persons conducting, engaging in, and managing specified types of business activities in the unincorporated areas of the County to obtain a business license and observe certain regulations pertaining to those business activities. The types of business activities requiring licenses are set forth in this Statement of Work (SOW) along with definitions of what constitutes each type of activity (Appendix B1, SOW Attachments, Attachment I). The TTC is required, per the County Code, to issue the licenses for approved applications and enforce the regulations pertaining to the business activities.

The TTC's enforcement activities include identifying any unlicensed or inappropriately licensed business activities, businesses with invalid or expired licenses, and businesses that are not in operational compliance with the specific provisions of the license and/or County Code requirements. The TTC enforces the County Code through in-house administration, Field Inspections of specific businesses, and area sweep operations, which are conducted with the assistance of other County departments or governmental authorities.

#### **Background**

Business licenses can be obtained by completing a standard application and obtaining the approval of other County or government agencies as appropriate, as well as, submitting the application to the TTC with the required fee and any additional data required pursuant to the applicable County Code. The TTC, then processes the application, which may include taking pictures and preparing diagrams, performing Field Inspections to determine compliance with County Code regulations, verifying required data, and other similar activities. In addition, some types of business activities require hearings before the Business License Commission prior to the approval and issuance of a license. For some businesses, filing of an application and obtaining the resultant TTC receipt constitutes a temporary business license.

Upon successful completion of the application process, the TTC issues a business license to the licensee. Licenses are valid for one year (except licenses for charitable purposes which are valid for not more than five days), for the specific activity at only the stated location, except certain individuals and/or itinerant businesses, and only for the stated licensee. For license renewal purposes, the TTC issues a Notice of Business License Fee Due (Appendix B1, SOW Attachments, Attachment III) to licensees 30 days prior to the expiration of licenses. In addition, the license may contain special conditions that must be

met for the license to be valid. Licenses are renewable with the submission of a renewal bill and the payment of the appropriate renewal fees to the TTC.

In the event a person is engaged in more than one business activity that requires a license, he/she is deemed to be engaging in the additional activities separately and is required to obtain licenses for all business activities.

## **2.0 DEFINITIONS**

- 2.1 Canvassing:** Direct contact with businesses not listed on a Field Inspection Report, but identified as a new business while conducting Field Inspections. New businesses can be identified by signs indicating “Grand Opening” or “Under New Management” or by comparing businesses in a particular area to the Referral Report by Zip (Appendix B1, SOW Attachments, Attachment IV).
- 2.2 Closed – Permanently:** Business that has completely ceased operations. This does not include a business that has ceased operations due to the sale of the business to another entity.
- 2.3 Closed – Temporarily:** Business that has temporarily ceased operations for a limited period due to unusual circumstances. Examples include, but are not limited to, remodeling, seasonal closure, vacation of the owner, etc., and the sale and transfer of the business to another entity (if the new owner/operator is not open for business at the time the inspection is conducted). This definition does not include a business that is closed at the time of the inspection simply because the time of day is outside of the business operating hours.
- 2.4 Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of this SOW.
- 2.5 Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the SOW.
- 2.6 Contractor’s Contract Administrator:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor’s Contract Manager.
- 2.7 Contractor’s Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract Award.
- 2.8 County:** County of Los Angeles



- 2.9 County's Contract Administrator:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.10 County's Contract Manager:** Person designated by the County's Contract Administrator to manage the operations under this Contract.
- 2.11 County's Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.12 Day(s):** Calendar day(s) unless otherwise specified.
- 2.13 Field Inspection Report (FIR):** Form provided by the TTC to be completed by the Contractor upon completion of Field Inspections. The TTC may change this delivery method or the format, at any time, including converting to an electronic format.
- 2.14 Master Activity Report:** A listing of the Field Inspections completed by the vendor and reported back with their findings.
- 2.15 Master Active Licenses Report:** A master listing of all active licenses by both Business ID number and expiration date.
- 2.16 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that will be evaluated by the County to assure the Contractor (as specified in Paragraph 16.0, PRS) meets Contract performance standards.
- 2.17 Pretty Good Privacy (PGP):** Data encryption and decryption software for file transfers.
- 2.18 Quality Control Program:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in Appendix B1 and B2 in this SOW.
- 2.19 Referral Report by Zip:** A list of businesses whose Business Licenses expire in a particular month in zip code order. The TTC will provide this report on a monthly basis. The TTC may change the method in which this information is delivered to the Contractor. This report is used to verify the license status of businesses while conducting Field Inspections.
- 2.20 Secure Shell File Transfer Protocol (SFTP):** File transfer protocol to securely access and transfer files over a secure tunnel.

**2.21 Title 7: County Code - Business Licenses:** This is the County Business License ordinance.

**2.22 The Treasurer and Tax Collector:** The Department Head of the County's TTC or his or her designee.

**2.23 TTC:** As used herein, the acronym "TTC" shall mean the County of Los Angeles Treasurer and Tax Collector, as a Department.

### **3.0 CHANGES IN WORK LOAD, GEOGRAPHICAL AREA, AND BUSINESS LICENSE FIELD INSPECTION REQUIREMENTS**

#### **3.1 Changes in Workload Levels and Geographical Area**

The County licenses businesses in the unincorporated areas of the County and contracted cities (currently, Malibu, Westlake Village, and Santa Clarita). The Contractor should be aware that workload levels for Business License Field Inspections might increase or decrease within different areas of the County. The workload levels and geographical area for Business License Field Inspections may change in the future with the licensing of new businesses or if the number of contract cities changes. A current list of unincorporated areas of the County and contracted cities (currently, Malibu, Westlake Village, and Santa Clarita) licensed by the County with corresponding zip codes has been provided for your information (see Appendix B1, SOW Attachments, Attachment V). In addition, for the Contractor's benefit, the TTC has provided an average number of monthly referrals for each inspection type, based on information from the most recent 12-month period (Appendix B1, SOW Attachments, Attachment VI). These numbers may not reflect future workload levels.

#### **3.2 Changes in Business License Field Inspection Requirements**

Business License Field Inspection requirements may change for specific business activities based on amendments to Title 7. In addition, specific business activities may be added to or deleted from Title 7. The TTC will advise the Contractor of any code amendments and any resultant changes to Field Inspection activities. The Contractor will be required to incorporate these changes into the Business License Field Inspection activities whenever these amendments occur. If the amendment of the County Code requires major changes in the scope of work as defined in the Contract, amendments to the Contract may be negotiated and, if required, approved by the Board of Supervisors.

#### **4.0 FIELD INSPECTION ACTIVITY AND TECHNIQUES**

The TTC will provide blank FIR (Appendix B1, SOW Attachments, Attachment VII) to the Contractor, as indicated in the sections of this SOW applicable to the specific services the Contractor will be providing. A sample multi-part carbonless FIR is provided to the Contractor with each assignment.

The Contractor shall, within the timeframes specified in the applicable sections, schedule Field Inspections, complete the required Field Inspections, and report findings to the TTC utilizing an FIR. The Contractor may provide this information to the TTC in a format other than an FIR if approved by the TTC. The Contractor shall provide the business with a copy of the FIR.

A blank FIR and a completed FIR are provided as samples of the key elements of the referral and the expected reporting of the completed inspection. The formatting of these documents and the delivery method may change including the use of electronic data exchange.

Occasionally, the TTC may require the Contractor, via a special request, to schedule and complete a Field Inspection within one day. Such occurrences are expected to be infrequent, however, they are required.

The Contractor's personnel shall be properly attired and conduct themselves in a professional and courteous manner, and perform the required services in accordance with the TTC's Training, Field Manual, and specifications set forth in this SOW. Any question as to the propriety of techniques to be utilized by the Contractor's personnel shall be submitted to the County's Contract Administrator by a telephone call and confirmed in writing within two business days. The County's Contract Administrator will provide a verbal response to the Contractor within one business day, followed by a written confirmation within five business days, as to the use of such techniques by the Contractor, and such decision shall be final and binding.

#### **5.0 REQUIRED REPORTS AND INVOICES**

The Contractor is required to submit and retain copies of the required reports set forth in the sections of this Request for Proposals applicable to the services the Contractor is providing. In addition, the Contractor shall submit a monthly invoice to the TTC summarizing, by type, the number of referrals assigned, the number of completed FIRs, and the number of outstanding FIRs. The invoice shall also identify the dollar amount due for that period in accordance with the Terms of the Contract. The monthly invoice shall be submitted to the County by the 15<sup>th</sup> calendar day of the month following the month of service as indicated in Appendix C, Sample Contract, Subparagraph 5.6, Invoices and Payments, Subparagraph 5.6.4.

If a business has multiple licenses, the Contractor shall conduct one Field Inspection for all licensed activities at that location and will be compensated at a single rate, as designated in the Pricing Schedule, Exhibit B, for the license that required the highest level of inspection services. The Contractor shall submit to the TTC a monthly Master Activity Report (Appendix B1, SOW Attachments, Attachment IX) no later than the 15<sup>th</sup> calendar day following the close of each month. The report shall be submitted with the monthly invoice described above.

The TTC may change the method in which this information is to be delivered and the form to be utilized for the Master Activity Report prior to or after the commencement of the Contract; however, the minimum elements of such report will include the following: the Contractor's personnel name and number, name of business, name of business owner, business name and address, inspection date, length of time of the inspection, and information regarding compliance.

The Contractor is to conduct Business License Field Inspections Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time) and as needed services pre-approved by the County's Contract Administrator which may include weekends and after hours as described in this SOW.

The Contractor is not required to work on holidays recognized by the County; the County will provide a list of holidays recognized by the County prior to commencement of the Contract.

## **6.0 SPECIFIC WORK REQUIREMENTS**

The Contractor shall conduct various types of Business License Field Inspections and Canvassing, which shall be conducted in, but not limited to, the unincorporated areas of the County. The County has the sole discretion to add and/or delete services, which are deemed in the best interest of the County.

The following are the four types of Business License Field Inspections currently utilized:

- General Inspections
- General Inspection Plus
- High Profile Inspections
- Photographs and Diagrams

For all types of Business License Field Inspections, if the Contractor finds that the business is either Closed – Permanently OR Closed – Temporarily, the Contractor shall submit an FIR that includes the facts upon which the Contractor made their determination that the business was closed. If the business is Closed – Temporarily, the Contractor shall document in the FIR the reason for the closure and, to the best of their ability, the date that the business will resume operations, if that information is available at the business when the inspection takes place. As defined under Closed – Temporarily, the Contractor may not designate the

business as Closed – Temporarily if the reason for the closure is simply that the time of the inspection is outside of the business operating hours. In this instance, the Contractor shall schedule an inspection during the business operating hours.

## **6.1 General Inspections**

The business activities designated in Subparagraph 6.1.1, Specific Business Classifications, are subject to General Inspections, consisting of the standard inspection procedures indicated in Subparagraph 6.1.2, Standard Field Inspection Procedures. The TTC will refer the individual businesses to the Contractor with a Field Inspection Referral Report along with the Referral Report by Zip. Referral information will include the business name, address, classification of business activity, expiration date of the current license, and the owner's or licensee's name. The TTC may make referrals to the Contractor approximately every four to six weeks, as referrals are available.

The Contractor shall submit the original and one copy of the completed FIR to the TTC as soon as possible, but no later than one week **only for those businesses with no license, permanently or temporarily closed businesses, businesses with invalid licenses, and businesses not in compliance with the County Code requirements.** The TTC may request that all other completed FIRs be submitted on a monthly basis. The TTC may change this delivery method or the format, at any time including converting to an electronic format. The Contractor's record retention requirements are set forth in Subparagraph 8.38, Record Retention and Inspection/Audit Settlement, of Appendix C, Sample Contract.

### **6.1.1 Specific Business Classifications**

Listed below are specific business classifications that will require General Inspections (for the monthly average of General Inspections for the last 12-month period, refer to Appendix B1, SOW Attachments, Attachment VI). The definitions of the following business activities are set forth in Appendix B1, SOW Attachments, Attachment I.

- Apartments
- Boarding House
- Bottling Works
- Bottle Washing Facility
- Bowling Alley\*
- Cold Storage Warehouse
- Coin-Operated Game\*
- Coin-Operated Phonograph\*
- Fertilizer Plant
- Foundry

- Funeral Escort Business
- Hay, Grain, and Feed Dealers
- Hog Ranch
- Horse Meat
- Launderette
- Livery Stable
- Lumberyard or sawmill
- Oil Tool Exchange
- Off Road Vehicle Track
- Picnic Park
- Nursery (Plant)
- Pony Ride
- Poultry Dealer
- Public Eating – Establishment\*
- Public Eating – Food Establishment\*
- Rendering Plant
- School – Private
- Shooting Gallery
- Skating Rink
- Swimming Pool – Public
- Theaters (Not Adult)\*
- Water Taxi Boat
- Water Taxi Operator
- Weed Eradicator

\*These sites may have more than one licensed activity.

#### **6.1.2 Standard Field Inspection Procedures for Field Inspector:**

1. Enters premises, identifies self, and shows identification badge which identifies employee by name, identification number, physical description, and name of Contractor, a statement, which identifies the person as a Contractor for the County Business License Field Inspection Services, and the TTC's web address and telephone number. NOTE: The Contractor shall provide its employees with the identification badge.
2. Determines if business license(s) is posted in plain view.
3. If license is visible, performs Step 5.
4. If no license is visible, Field Inspector approaches owner, manager, or other responsible person, and requests to see business license.
5. Reviews business license to determine if:

- a. License for the same location as premises.
  - b. Person named on the license is still the owner.
6. Performs a visual inspection to determine and verify all business activities conducted on premises and if they are consistent with the activity for which the license(s) was issued. If more than one activity requiring a license is engaged in, a separate license for each activity is required.
7. Reviews business license(s) to determine if current and valid. For only those businesses identified below, a receipt constitutes a temporary license for 60 days from issuance, or final determination of the license application (whichever occurs first), unless the Treasurer and Tax Collector or his or her designee extends it for an additional 30 days. All other businesses must have a valid license prior to operation.
  - Apartments
  - Boarding House
  - Bottling Works
  - Bottle Washing Facility
  - Cold Storage Warehouse
  - Coin-Operated Game
  - Coin-Operated Phonograph
  - Fertilizer Plant
  - Foundry
  - Hay, Grain, and Feed Dealers
  - Hog Ranch
  - Horse Meat
  - Livery Stable
  - Lumberyard or Sawmill
  - Launderette
  - Oil Tool Exchange
  - Picnic Park
  - Plant Nursery
  - Pony Ride
  - Poultry Dealer
  - Rendering Plant
  - Swimming Pool – Public
  - Weed Eradicator
8. Notes specific incidents of non-compliance on FIR if:
  - a. Business license is not in plain view.

- b. Business license is not for the premises entered.
  - c. Business license is not current and valid.
  - d. Owner of business is different than name on license.
  - e. Business license is not appropriate for activities engaged in.
  - f. Business does not have required license(s) for all activities engaged in.
9. If business has coin-operated games, list names of all games on the specified report.
10. Signs FIR, obtains signature of Owner/Manager, and provides a copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

## 6.2 General Inspection Plus

A General Inspection Plus, consisting of the standard procedures indicated in Subparagraph 6.2.2, Standard Field Inspection Procedures, plus additional procedures unique to specific business classifications indicated in Subparagraph 6.2.3, Specific Inspection Procedures by Activity, will be required for currently licensed businesses in the classifications designated in Subparagraph 6.2.1, Specific Business Classifications. The TTC will refer the individual businesses to the Contractor with a Referral Report by Zip in a method and format determined by the County. Referral information will include the business name, address, classification of business activity, expiration date of the current license, and the owner's or licensee's name.

The TTC may make referrals to the Contractor approximately every four to six weeks, as referrals are available. The Contractor will be required to complete the Field Inspections for all referrals and complete an FIR for each inspection, within 30 calendar days of the date the TTC makes the referral, unless otherwise specified. The TTC may change this delivery method or the format, at any time, including converting to an electronic format.

The Contractor shall submit the original and one copy of the completed FIRs to the TTC daily, **only for those businesses with no license, permanently or temporarily closed businesses, businesses with invalid licenses, and businesses not in compliance with the County Code requirements.** The TTC may request that all other completed FIRs be submitted on a monthly basis. The Contractor's record retention requirements are set forth in Subparagraph 8.38, Record Retention and Inspection/Audit Settlement, of Appendix C, Sample Contract.



### **6.2.1 Specific Business Classifications**

Listed below are specific business classifications that will require a General Inspection Plus. For the monthly average of General Inspection Plus for the last 12 months period, refer to Appendix B1, SOW Attachments, Attachment VI. The definitions of the following business activities are set forth in Appendix B1, SOW Attachments, Attachment I.

- Filling Station\*
- Game Arcade\*
- Hotel
- Identification Cards
- Locksmith
- Motel
- Motor Vehicle – Rental
- Motor Vehicle Repair\*
- Motor Vehicle Repair – Paint\*
- Motor Vehicle Repair – Body and Fender\*
- Promoter and Solicitor (Charitable Solicitation)
- Rebound Tumbling Center
- Solicitor (Principal and Individual)
- Sound and Advertising Vehicles
- Vacation Certificates
- Valet Parking

\* These sites may have more than one licensed activity.

### **6.2.2 Standard Field Inspection Procedures for Field Inspectors:**

1. Enters premises, identifies self, and shows identification badge which identifies employee by name, identification number, physical description, and name of Contractor, a statement, which identifies the person as a Contractor for the County Business License Field Inspection Services, and the TTC's web address and telephone number. NOTE: The Contractor shall provide its employees with the identification badge.
2. Determines if business license(s) is posted in plain view.
3. If license is visible, performs Step 5.
4. If no license is visible, approaches owner, manager, or other responsible person, and requests to see business license.
5. Reviews business license to determine if:

- a. License for the same location as premises.
  - b. Person named on the license is still the owner.
6. Performs a visual inspection to determine and verify all business activities conducted on premises and if they are consistent with the activity for which the license was issued. If more than one activity requiring a license is engaged in, a separate license for each activity is required.
7. Reviews business license(s) to determine if current and valid. For only those businesses identified below, a receipt constitutes a temporary license for 60 days from issuance or final determination of the license (whichever occurs first), unless the TTC extends it for an additional 30 days. All other businesses must have a valid license prior to operation.
  - Filling Station
  - Hotel
  - Motel
  - Motor Vehicle – Rental
  - Motor Vehicle Repair – Body and Fender
  - Motor Vehicle Repair
  - Motor Vehicle Repair – Paint
  - Rebound Tumbling Center
  - Sound and Advertising Vehicles
8. Notes specific incidents of non-compliance on FIR if:
  - a. Business license not in plain view.
  - b. Business license is not for the premises entered.
  - c. Business license is not current and valid.
  - d. Owner of business is different than name on license.
  - e. Business license is not appropriate for activities engaged in.
  - f. Business does not have required license(s) for all activities engaged in.
9. If business has coin-operated games, list names of all games on the specified report.
10. Signs FIR, obtains signature of Owner/Manager, and provides a copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

### **6.2.3 Specific Inspection Procedures for Field Inspector by Activity:**

#### **1. Filling Stations**

Code Reference: Chapter 7.90, Section 7.90.120 and 7.90.125.

- i. Performs standard Field Inspection procedures as outlined in Subparagraph 6.2.2, Steps 1 through 10.
- ii. Performs visual inspection of restrooms to determine compliance with the following County Code requirements:
  - a. Permanent, separate facilities for men and women.
  - b. Sinks and toilets in each are suitable for use by the disabled.
- iii. Notes any incidents of non-compliance on FIR.
- iv. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

#### **2. Game Arcade (five or more coin-operated machines)**

Code Reference: Chapter 7.90, Sections 7.90.430 through 7.90.500.

- i. Performs standard Field Inspection procedures as set forth in Subparagraph 6.2.2, Steps 1 through 10.
- ii. Performs visual inspection to determine compliance with requirement that the interior of the arcade, except restrooms, is visible immediately upon entrance to the premises.
- iii. Determines if games are “coin-operated”, which means that the games are operated by means of a coin, disk, plug, key, or payment of a fee.
- iv. Prepares list of the names of all games on premises on the specified report.
- v. Obtains list of all managers used by licensee, including name, resident address, and resident telephone number.
- vi. Determines if licensee or a manager is on the premises. If a manager is there, request to see their game arcade

manager's license (Step 3), under Subparagraph 6.2.2, Standard Field Inspection Procedures for Field Inspectors. Such license must be current and valid.

- vii. Notes any incidents of non-compliance on FIR.
- viii. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

### 3. Hotel

Code Reference: Chapter 7.50, Section 7.50.030.

- i. Performs standard Field Inspection procedures as outlined in Subparagraph 6.2.2, Steps 1 through 10.
- ii. Verifies that the business has a current, valid Transient Occupancy Tax Registration Certificate.
- iii. Notes any incidents of non-compliance on FIR.
- iv. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

### 4. Locksmith

Code Reference: Chapter 7.90, Section 7.90.180 through 7.90.200.

- i. Performs standard Field Inspection procedures as set forth in Subparagraph 6.2.2, Steps 1 through 10.
- ii. Observes business activities to determine compliance with the County Code requirement that the locksmith stamp every key made, repaired, sold, or given away (except a key merely duplicated from another key) with an identifying number as issued by the TTC. (Compare to serial number series the TTC issued to the specific locksmith).
- iii. Notes any incidents of non-compliance on the FIR.
- iv. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a

specific TTC telephone number that licensee may call for further information or assistance.

#### 5. Motel

Code Reference: Chapter 7.50, Section 7.50.030.

- i. Performs standard Field Inspection procedures as outlined in Subparagraph 6.2.2, Steps 1 through 10.
- ii. Verifies that business has a current, valid Transient Occupancy Tax Registration Certificate.
- iii. Notes any incidents of non-compliance on FIR.
- iv. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

#### 6. Motor Vehicle-Rental

Code Reference: Chapter 7.88, Section 7.88.010 through 7.88.040.

- i. Performs standard Field Inspection procedures as set forth in Subparagraph 6.2.2, Steps 1 through 10.
- ii. Observes business activity to determine compliance with the County Code requirement that vehicles are rented only to individuals with valid driver's licenses that entitle them to operate the vehicle in California.
- iii. Ask to review the business' rental records to determine that appropriate rental records are maintained.
- iv. Notes any incidents of non-compliance on the FIR.
- v. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

#### 7. Motor Vehicle-Repairers/Body and Fender/Painting

Code Reference: Chapter 7.80, Section 7.58.010 through 7.58.120.

- i. Performs standard Field Inspection procedures set forth in Subparagraph 6.2.2, Steps 1 through 10.
- ii. Performs visual inspection to determine compliance with the following County Code requirements:
  - a. A sign is posted upon the front of the business that displays, in plainly legible letters, the licensee's name or any fictitious name under which the business is conducted.
- iii. Inspects licensee's records to determine compliance with the following County Code requirements:
  - a. Itemized SOW and charges are maintained.
  - b. Maintain records of every repair over \$5.00.
  - c. Repair records identify those repairs from wrecks or collisions.
  - d. Records reflect motor changes, frame changes, body changes, and the serial and factory numbers of all radios the licensee installs.
  - e. Records reflect name and address of persons from whom secondhand parts are obtained.
- iv. Notes any incidents of non-compliance on FIR.
- v. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

#### 8. Valet Parking

Code Reference: Chapter 7.86, Sections 7.86.010 through 7.86.140.

- i. Performs standard Field Inspection procedures as set forth in Subparagraph 6.2.2, Steps 1 through 10.
- ii. Performs visual inspection to determine compliance with the following County Code requirements:

- a. Signs are posted that are visible from the street indicating the business name, address, telephone number, hours of operation, and parking fees. The address of the business shall be in letters not less than three inches high with a one-half inch stroke, and in no event less than one-half the height of the largest letter or numerals on the sign. All other letters and numerals shall be not less than six inches in height and one inch stroke.
  - b. At the point the person turns his/her vehicle over for parking, there should be a sign stating the time the licensee goes off-duty and the fees charged. Fees shall be stated as rates per hour, rates per fraction of an hour, if any, rates for subsequent hours or fractions thereof, and the maximum charge. All fractions of time shall be spelled out in letters.
  - c. If attendant parks cars, parked vehicles are locked and keys are placed in a safe place.
  - d. Vehicles are not parked on or across public highways, sidewalks, alleys, or other public places.
  - e. At closing time, the licensee locks or causes each vehicle to be locked and deposits or causes to deposit keys with a responsible person at a safe and convenient place, to be delivered to the person who parked the vehicle upon surrender of the parking ticket or proof that such person has the right to possess the vehicle (this can only be determined if inspection is performed after closing hours).
- iii. Notes any incidents of non-compliance on FIR.
  - iv. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

#### **6.2.4 Canvassing**

Canvassing may result in the discovery of a non-licensed business and may require a General Inspection, General Inspection Plus, or a High Profile Inspection, depending on the type of business discovered. In the event a General Inspection is required, the standard inspection procedures as listed in Subparagraph 6.1.2, will be followed. In the event General Inspection Plus is required, the standard procedures as listed in Subparagraph 6.2.2, will be followed

in addition to the procedures unique to specific business classifications as stated in Subparagraph 6.2.3. The Contractor will be required to complete the Field Inspection and an FIR for each inspection and submit a report to the TTC as soon as possible, but no later than one week **only for those businesses with no license, businesses not in compliance with the County Code requirements, and businesses that** require new licenses due to change of ownership. The report of businesses must include, at a minimum, the following information:

- The name of the business, type of business, and address.
- Name(s) of the principal owner(s).
- Assessor's identification number (if known).

The Contractor is responsible for ensuring that the businesses reported to the TTC are located within either the unincorporated areas of the County or the contract cities specified by the TTC (Appendix B1, SOW Attachments, Attachment V).

### 6.3 High Profile Inspections

High Profile Inspections, consisting of the standard procedures indicated in Subparagraph 6.3.2, plus additional procedures unique to specific business classifications indicated in Subparagraph 6.3.3, will be required for currently licensed businesses in the classifications designated in Subparagraph 6.3.1. This category is considered "High Profile" due to the nature of the businesses and because **weekend or inspections after normal business hours will be necessary in order to observe the business activity**. The Contractor will be responsible for making the Field Inspections during the licensed business' peak hours of operation, whenever the height of activity is occurring with customers at the place of business, in order to perform all required inspection activities. The TTC will refer the individual activity to the Contractor in a format determined by the County. Referral information will include the business name, address, classification of business, expiration date of license, and the owner's or licensee's name.

The TTC may make referrals to the Contractor approximately every four to six weeks, as referrals are available. The Contractor will be required to complete the Field Inspections for all referrals and complete an FIR (Appendix B1, SOW Attachments, Attachment VII) for each inspection, within 30 calendar days of the date the TTC makes the referral, unless otherwise specified.

The Contractor shall submit the original and one copy of the completed FIR to the TTC daily as completed, **only for those businesses with no license, permanently or temporarily closed businesses, businesses**



**with invalid licenses, and businesses not in compliance with the County Code requirements.**

The TTC may request that all other completed FIRs be submitted on a monthly basis. The TTC may change this delivery method or the format, at any time, including converting to an electronic format. Contractor's record retention requirements are set forth in Subparagraph 8.38, Record Retention and Inspection/Audit Settlement, of Appendix C, Sample Contract.

### **6.3.1 Specific Business Classifications**

Listed below are specific business classifications that will require High Profile Inspections. For the High Profile Inspection monthly average for the last 12 months period, refer to Appendix B1, SOW Attachments, Attachment VI. The definitions of the following business activities are set forth in Appendix B1, SOW Attachments, Attachment I.

- Body Art Establishments
- Body Art Technician\*\*\*\*
- Dance\*
- Dance – Taxi Dance Hall
- Entertainment Without Dance\*
- Entertainment With Dance\*
- Entertainment
- Health Club/Spa\*
- Manager(s)\*\*
- Massage Technicians\*\*\*
- Taxi-Dance Instructors And Dancers

\* These sites have more than one licensed activity.

\*\* No direct referrals will be made. Licensees will be checked if encountered during a field visit to the place of business that is required to have a manager.

\*\*\* No direct referrals will be made. Licensees will be checked if encountered during field visit to a Health Spa.

\*\*\*\* No direct referrals will be made. Licensees will be checked if encountered during field visit to a Body Art Establishment.

### **6.3.2 Standard Field Inspection Procedures for Field Inspectors:**

1. Enters premises, identifies self, and shows identification badge.
2. Determines if business license(s) is posted in plain view.
3. If license is visible, perform Step 5.
4. If no license is visible, approaches Owner/Manager, or other responsible person, and requests to see business license.
5. Reviews business license to determine if;
  - a. License for the same location as premises.
  - b. Person named on the license is still the owner.
6. Performs a visual inspection to determine and verify all business activities conducted on premises and if they are consistent with the activity for which the license was issued. If more than one activity requiring a license is engaged in, separate licenses for each activity are required.
7. Reviews business license to determine if current and valid. All businesses must have a valid license prior to operation.
8. Notes specific incidents of non-compliance on FIR if:
  - a. Business license is not in plain view.
  - b. Business license is not for the premises entered.
  - c. Business license is not current and valid.
  - d. Owner of business is different than name on license.
  - e. Business license is not appropriate for activities engaged in.
  - f. Business does not have required license(s) for all activities engaged in.
9. If business has coin-operated games, lists names of all games on the specified report.
10. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

### **6.3.3 Additional Required Inspection Activities for Field Inspector by Business:**

#### **1. Body Art Establishments**

Code Reference: Chapter 7.90, Sections 7.94.010 through 7.94.280.

- i. Performs standard Field Inspection procedures as outlined in Subparagraph 6.3.2, Steps 1 through 10.
- ii. Performs visual inspection to determine compliance with the following County Code requirements:
  - a. Hours of operations are posted in a visible location.
  - b. Proper signage is recognizable and readable, which clearly identifies establishment.
  - c. Provides waiting room and/or reception area.
- iii. Establishment must provide a log which has the following information:
  - a. Date and time of service provided.
  - b. Client's name and date of birth.
  - c. Type of service provided.
- iv. Manager is required on premises at all times.
- v. Notes any incidents of non-compliance on FIR.
- vi. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

#### **2. Dance (All dances except for a single Special Dance, Taxi Dance Hall, or Youth or Charity Dance)**

Code Reference: Chapter 7.30 Sections 7.30.010 through 7.30.660.

- i. Performs standard Field Inspection procedures as outlined in Subparagraph 6.3.2, Steps 1 through 10.

- ii. Makes a determination as to the number of patrons in the establishment and the number of people dancing.
- iii. Performs visual inspection to determine compliance with the following requirements:
  - a. There is no solicitation of trade conducted at or near the entrance of the establishment.
  - b. Persons leaving the establishment are not readmitted unless an additional admission charge is made or the license specifically allows readmission.
- iv. Identifies capacity of establishment and performs inspection to determine compliance with the following requirements:
  - a. There is one employee for the first 200 persons of the capacity limitation, and one additional employee for each additional 100 (or fraction thereof) persons of the capacity limitation; and,
  - b. The employees described in Subparagraph 4a are devoting their time to keeping order, checking admission of minors, and seeing that all other ordinance requirements are complied with; and,
  - c. If the establishment has a capacity of 300 persons or more, one of the employees indicated in Subparagraph 4a, above, is a woman.
- v. Utilizes a light meter, to determine if lighting throughout premises is of an intensity not less than three foot candles during hours of operation, except during any floorshow.
- vi. If an adjacent parking lot is owned, operated, or controlled by the establishment, utilizes a light meter to determine if the lot is uniformly lit to an intensity not less than two foot candles.
- vii. Performs inspection of exit doors to determine that doors are unlocked during hours of operation and that there is free and easy access to them. If inspection is performed during other than hours of operation, determines that exit doors can be unlocked and easy access is available.
- viii. Notes any incidents of non-compliance on FIR.

- ix. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

### 3. Entertainment

Code Reference: Chapter 7.36, Sections 7.36.010 through 7.36.420.

- i. Performs standard Field Inspection procedures as set forth in Subparagraph 6.3.2, Steps 1 through 10.
- ii. Determines and notes on the FIR, the type of entertainment engaged in (i.e. magician, stand-up comic, live band, etc.) and whether this is the type of entertainment for which the license was issued.
- iii. Performs inspection to determine compliance with the following County Code requirements:
  - a. The license or a validly licensed Entertainment Manager is on the premises.
  - b. Licenses are posted in a conspicuous place on the premises.
  - c. There are no signs upon or adjacent to the outside of the building or in conjunction with the premises that depict, in whole or part, the public areas or any portion of the crease of the buttocks of any human being.
  - d. Exit doors provide free and easy egress while patrons are in establishment.
  - e. There is no entertainment of any kind visible from the street, sidewalk, or highway.
  - f. If the capacity of the establishment is 200 persons or more, there is not less than one additional employee for each additional 100 persons who could be accommodated. Such employee(s) shall be constantly in attendance during the entertainment and shall devote their entire time and attention to keeping order, checking the admission of minors, and ensuring that all other ordinance requirements are complied with. If the establishment has

a capacity of 300 persons or more, at least one of these employees shall be a woman.

- g. Motion pictures or slides are not permitted to be shown unless the license approved by the Business License Commission specifically approves such showing or the establishment has a motion picture theater license.
- h. Entertainment is conducted on a stage or platform raised at least 18 inches above the floor.
- iv. Utilizes a light meter, to determine if lighting throughout is of an intensity of at least three foot candles during all hours of operation except while the floorshow is on. If the adjacent parking lot is owned, operated, or controlled by the establishment, utilization of a light meter determines if the lot is uniformly lit to an intensity not less than two foot candles.
- v. Obtains list of all managers used by licensee, including name, resident address, and resident telephone number.
- vi. Notes any incidents of non-compliance on FIR.
- vii. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

#### 4. Health Club/Spa

Code Reference: Chapter 7.47, Sections 7.47.010 through 7.47.120.

- i. Performs standard Field Inspection procedures as set forth in Subparagraph 6.3.2, Steps 1 through 10.
- ii. Performs visual inspection to determine compliance with the following County Code requirements:
  - a. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and other physical facilities are in good repair and are clean and sanitary, as per minimum standards provided by the TTC.
  - b. All equipment is in good repair, as per minimum standards provided by the TTC.

- c. Separate closed cabinets are maintained for and labeled “Clean Towels” and “Soiled Towels.”
  - d. Hot and cold running water is provided.
  - e. A recognizable and readable sign is posted at the main entrance identifying the establishment.
  - f. Adequate bathing, dressing, locker, and toilet facilities are provided for patrons. A minimum of one dressing room, containing a separate lockable locker for each patron to be served as well as a minimum of one toilet and washbasin shall be provided. If male and female patrons are to be served simultaneously, there must be separate dressing and toilet facilities.
- iii. Obtains list of all massage technicians used by Health Club, including name, resident address, and resident telephone number.
  - iv. Notes any incidents of non-compliance on FIR.
  - v. Signs FIR, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific the TTC telephone number that licensee may call for further information or assistance.

#### 5. Manager-Entertainment

Code Reference: Chapter 7.36, Section 7.36.270

- i. Performs standard Field Inspection procedures as applicable in Subparagraph 6.3.2, Steps 1 through 10.

#### 6. Massage Technician

Code Reference: Chapter 7.54, Sections 7.54.160 through 7.54.200

- i. Performs standard Field Inspection procedures as applicable in Subparagraph 6.3.2, Steps 1 through 10.

### 6.4 Photos and Diagrams

The business activity classifications identified in Subparagraph 6.4.1 require Field Inspections to obtain photographs and diagrams in order to meet certain requirements during the business license application process. The number of new licenses varies from year to year and the TTC does not guarantee a particular level of work.

The TTC will make referrals of these new businesses to the Contractor as applications are received. The TTC will refer the individual activity on the Photo and Diagram Field Report (Appendix B1, SOW Attachments, Attachment X). The TTC personnel will complete the top portion of the Photo and Diagram Field Report and Contractor will complete the bottom portion. In addition, the Contractor may receive an electronic version of the Photo and Diagram Field Report. Referral information will include the business name, address, telephone number, and the owner's name.

The Contractor will be required to provide the diagrams and good quality photographs in paper and/or electronic format with the TTC's referral document within 15 business days of the date the TTC makes the referral. Subparagraph 6.4.2, set forth the specific procedures for each diagram and the photographs.

#### **6.4.1 Specific Business Classifications**

Listed below are specific business classifications that will require Photos and Diagrams. For the Photos and Diagrams monthly average for the last 12 months period, refer to Appendix B1, SOW Attachments, Attachment VI. The definitions of the following business activities are set forth in Appendix B1, SOW Attachments, Attachment I.

- Acupressure Establishment
- Adult Business – Cabaret
- Adult Business – Hotel
- Adult Business – Motel
- Adult Business – Motion Picture Arcade
- Adult Business – Motion Picture Theater
- Adult Business – Theater
- Bowling Alley
- Circus /Carnival
- Dance – Adult
- Dance – Single
- Dance – Taxi Dance
- Dance – Taxi Dance Hall
- Dance – Youth/Charity
- Entertainment without Dance
- Entertainment with Dance
- Exhibition
- Game Arcade
- Health Club/Spa
- School, Private
- Off-Road Vehicle Track
- Outdoor Festival



- Picture Arcade
- Rifle Range
- Rodeo
- Shooting Gallery
- Skating Rink
- Theaters
- Traveling Show
- Vacation Certificates
- Water Taxi – Boat
- Water Taxi – Operator

#### **6.4.2 Specific Procedures for Photographs and Diagrams**

The Contractor's personnel should enter the business and identify themselves, show their identification badge, and indicate they are to take the pictures and prepare the diagrams that are required as part of the business license application process.

The following should be performed for taking photographs of the business:

1. The Contractor's personnel should take at least 12 good quality photographs of the interior, exterior, parking lot, and surrounding areas making sure that the photographs will clearly show the premises. If the photos are unclear the TTC may require the Contractor to re-visit the site free of charge and provide clear photographs.
2. Polaroid cameras are not suitable. The Contractor must be able to provide all pictures in digital format upon request.

The following should be performed for preparing diagrams of the business:

1. The Contractor's personnel should draw a clean, legible diagram of the business on paper that is no larger than legal size paper (8 1/2 inch x 14 inch).
2. Elements of the diagram must include, at a minimum:
  - a. The outside walls (including dimensions).
  - b. Locations of any additional features the TTC indicates in the Photo and Diagram Field Report (Appendix B1, SOW Attachments, Attachment X).
  - c. The diagrams need not be to scale.

## **6.5 Master Listing**

Upon commencement of the Contract, the TTC shall provide the Contractor with a Master Listing (Listing) of existing licensed businesses in a format determined by the TTC, either a paper format and/or electronically on a monthly basis. The Contractor shall utilize this Listing to assist them with identifying which businesses have active licenses while conducting Field Inspections.

The TTC will periodically provide the Contractor with an updated Listing of all businesses that currently have a valid business licenses within the County. These names should be compared with the previously provided listings to ensure the Contractor does not report any licensed businesses as being unlicensed. In addition, the Contractor must report on any businesses that are currently operating without a valid business license within the unincorporated areas of the County. The Contractor may also verify the existence of an existing license by reviewing the TTC's business license website.

The Contractor will also be responsible for the identification of any changes in ownership of businesses that require licensing by the County. Business licenses are not transferable to new owners of existing businesses. Therefore, the new owner must apply for new license(s)

The types of business categories requiring business licenses are defined and identified in Appendix B1, SOW Attachments, Attachment I. The Contractor is to provide the TTC with the names and addresses of such businesses that are currently operating in the unincorporated area of the County without a valid business license.

### **6.5.1 Reports**

The Contractor will submit a report to the TTC within one business day of the identification of any businesses that are unlicensed and/or require new licenses due to change of ownership. The report of businesses must include, at a minimum, the following information:

- The name of the business, type of business, and address.
- Name(s) of the principal owner(s).
- Assessor's identification number (if known).

The Contractor is responsible for ensuring that the businesses reported to the TTC are located within either the unincorporated areas of the County or the contract cities specified by the TTC (Appendix B1, SOW Attachments, Attachment V). The Contractor should use the County street guide and directory to identify the unincorporated areas the County.

## **7.0 RECALL OF REFERRAL**

The TTC reserves the right to recall a referral for a Field Inspection at any time prior to the scheduled inspection time. In these instances, the Contractor shall return the referral document to the TTC Contract Administrator within two business days of receipt of the recall notice. In the event any referral is recalled before the Field Inspection is performed, the TTC will not be liable to Contractor for any fees associated with such referral.

## **8.0 COMPLAINTS**

The Contractor shall notify the TTC Contract Administrator immediately of any public complaints and shall provide the TTC Contract Administrator with a copy of any and all letters of complaint within two business days of receiving such complaint. The TTC's Contract Administrator shall provide the Contractor with a notice of complaint received by the TTC within five business days of receipt. The Contractor shall investigate and provide a written report to the TTC Contract Administrator of the disposition of each complaint within two business days. Minimum elements of the complaint report will include a statement of the complaint, results of Contractor's investigation of the complaint, identification of the Contractor personnel involved, and a positive statement of the corrective action taken to avoid a recurrence of such complaint in the future. The TTC, in its sole discretion, reserves the right to have any Contractor employee removed immediately from further servicing of the TTC's Contract. Contractor shall be responsible for maintaining a Master Complaint Log (Log) in the manner and form to be prescribed by the TTC prior to the commencement of the Contract. This Log will be subject to review by the TTC.

## **9.0 Additional Services**

In meeting the needs of the County, Contractor may be required to provide as needed additional services including, but not limited to, business license field inspections (inspections) and/or unanticipated projects determined by the TTC. However, the TTC does not guarantee a minimum or maximum of as-needed services. The Contractor shall provide as-needed additional services that are similar in scope to those listed on Exhibit B, Pricing Schedule, for the price listed on the Pricing Schedule. If the TTC agrees that a service is not similar to a service listed on the Pricing Schedule, the TTC may negotiate a price specific to that service. If a price is successfully negotiated, a description of the as-needed services and price shall be incorporated into the Pricing Schedule pursuant to Subparagraph 8.1 of the Contract, Change Notices and Amendments. If a price is not successfully negotiated with the Contractor, then the TTC may, under its sole discretion, direct another vendor to perform the as-needed services outside of the Contract.

## **10.0 QUALITY CONTROL**

The Contractor shall establish, maintain, and utilize a comprehensive written Quality Control Plan to ensure the requirements of the Contract are met, and assure the County a consistently high level of service throughout the Term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review on the Contract start date and as changes occur. The plan shall include, but may not be limited to, the following:

- 10.1 Method of monitoring to ensure that Contract requirements are being met covering all the items listed on the Appendix B2, SOW and Sample Contract Technical Exhibits, Exhibit 2. It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often the monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
- 10.2 The methods implemented by the Contractor for identifying and preventing deficiencies to ensure in the quality of service performed is in compliance with the Contract.
- 10.3 The methods used by the Contractor for identifying and preventing deficiencies before the level of performance becomes unacceptable and not in compliance with the Contract shall be documented and submitted for review by the County.
- 10.4 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 10.5 A record of all areas where inspections were conducted by the Contractor, listing any located businesses operating without a license as a result of canvassing while conducting inspections of known businesses.
- 10.6 The method for assuring that confidentiality of information is maintained while in the care of the Contractor.

## **11.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Subparagraph 8.15, County's Quality Assurance Plan, on not less than an annual basis.

### **11.1 Meetings**

Contractor shall meet with the County Contract Manager on a monthly basis or as often as necessary, as determined by the County Contract

Administrator. Failure to attend will cause an assessment of \$50.00 per occurrence.

## **11.2 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy will be made to the Contract Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report (see Appendix B2, SOW and Sample Contract Technical Exhibits, Exhibit 1) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Monitor within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within ten business days.

## **11.3 County Observations**

11.3.1 In addition to Departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

11.3.2 The TTC may use a variety of methods to evaluate the Contractor's performance. These methods may include, but are not limited to:

- Outside complaints,
- A periodic review of work products submitted by the Contractor (i.e., FIRs),
- County personnel may periodically ride along with the Contractor to observe their work.
- Adherence to County policies, procedures, rules, and regulations.

## **12.0 INFORMATION SECURITY REQUIREMENTS**

- The Contractor must adhere to physical and/or computer security safeguards as identified in the Information Security Requirements (Appendix B1, SOW Attachments, Attachment XI).

### **13.0 SECURITY/DATA EXCHANGE**

- The electronic data exchange between the Contractor and the TTC must occur electronically and securely, unless otherwise directed by the TTC. All data exchanges must take place in a secure manner using SFTP with data encryption with minimum cipher strength of 256-bit.
- All electronic file transfers between the Contractor and the TTC will be encrypted using PGP encryption. Use of open source PGP software is prohibited.
- When email is exchanged between the Contractor and the County, confidential/sensitive information such as, but not limited to, social security numbers and medical history shall not be sent via email. The County will provide an email address as a destination for non-confidential/non-sensitive materials being exchanged through email.
- The Contractor must provide an overview of its annual cyber information security risk assessment to the TTC, as it pertains to the online operating environment of this system/application. The actual report detailing identified risks is not being requested from either a self-assessment or third-party perspective; however, what is requested is a general overview of those identified risks (i.e., high, medium, and low), and actions taken to remediate the vulnerabilities pertaining to the system/application.

### **14.0 RESPONSIBILITIES**

#### **COUNTY**

#### **14.1 County Personnel**

The TTC shall assign a Contract Administrator and a Contract Manager to provide overall management and coordination of the Contract and act as liaisons for the TTC. The TTC's Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and the TTC's Contract Manager will monitor the Contractor's performance during the Term of the Contract. The TTC shall inform Contractor in writing of the name, address, and telephone number of the individuals designated to act as Contract Administrator and Contract Manager, or any alternate identified in Exhibit E of this Contract, at the time the Contract is executed and notify Contractor as changes occur.

##### **14.1.1 County's Contract Administrator**

- 14.1.1.1 The County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's

compliance with the Contract and inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

14.1.1.2 The County's Contract Administrator is responsible for providing overall direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

14.1.1.3 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract except as permitted in accordance with Appendix A, Sample Contract, Subparagraph 8.1, Change Notices and Amendments, and is not authorized to further obligate the County in any respect whatsoever.

#### **14.1.2 County's Contract Manager**

14.1.2.1 The responsibilities of the County's Contract Manager include:

- As needed, request meetings with the Contractor's Contract Manager; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

#### **14.1.3 Furnished Items**

The TTC will provide the Contractor with blank FIRs (Appendix B1, SOW Attachments, Attachment VII), as indicated in the sections of this SOW, and Referral Report by Zip which includes identifying information for businesses to be inspected. The TTC may change this delivery method or the format, at any time including converting to an electronic format. The Contractor shall, within the time frames specified in the applicable sections, schedule a Field Inspection, and for each inspection complete the required FIR (Appendix B1, SOW Attachments, Attachment VII) provided by the TTC. For Photo and Diagram referrals, the TTC will provide the required Photo and Diagram Field Report (Appendix B1, SOW Attachments, Attachment X).

## **CONTRACTOR**

### **14.2 Contractor's Contract Administration**

#### **14.2.1 Contractor's Contract Administrator**

- 14.2.1.1 Contractor's Contract Administrator shall be a full-time employee of Contractor. Contractor's Contract Administrator shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. The TTC must be provided in writing with the name, address, and telephone number of the individual designated to act as Contract Administrator, or any alternate identified in Exhibit F of this Contract, and provide a current copy of the person's resume at the time the Contract is executed and notify the TTC as changes occur.
- 14.2.1.2 Contractor's Contract Administrator shall be responsible for Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor and ensuring Contractor's compliance with this Contract.
- 14.2.1.3 Contractor's Contract Administrator shall be available to meet and confer with County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss project coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

### **14.3 Contractor's Contract Manager**

- 14.3.1 Contractor shall provide a full-time Contract Manager or designated alternate. The County must have access to the Contract Manager during normal work hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, for telephone contact and to meet with TTC personnel designated to discuss the operation of the Contract. In the event Contract Manager is not available the alternate shall be available to act on behalf of the Contract Manager.
- 14.3.2 Contract Manager shall act as a central point of contact with the County. Contract Manager must have at least three years of previous related experience.



- 14.3.3 Contract Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

#### **14.4 Trainer**

- 14.4.1 The Contractor shall designate an individual to act as a Trainer for the Contractor's field personnel. The Trainer may be the same person as the Contract Manager. The Contractor will provide the TTC with the name, address, and telephone number of the Trainer at the time the Contract is executed and as changes occur during the Term of the Contract. The Contractor shall make such notice no later than five business days after a change occurs and shall include a current resume for the new Trainer. The TTC shall have the sole right to approve the assignment or replacement of any Trainer or alternate recommended by the Contractor. Replacement staff and alternates are also subject to the background investigation requirements discussed in Appendix A, Sample Contract, Subparagraph 7.5, Background and Security Investigation.

Upon execution of the Contract, the TTC will orient and provide Contractor's Trainer with one Business License Training and Field Manual. Thereafter, Contractor shall be responsible for all subsequent orientations and training of Contractor's Trainers at the Contractor's own expense and continuing in-service training for all employees. It is the Contractor's and Trainer's responsibility to appropriately train all of Contractor's field personnel in accordance with the TTC's requirements prior to such time that the field personnel commence their duties with regards to this Contract.

#### **14.5 Field Personnel**

The Contractor is responsible for providing, training, and supervising Field Inspectors to perform the Field Inspection Services required under the Contract. All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor, and the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor who is assigned to the Contract, who in the sole opinion of the TTC is unsatisfactory, shall be removed servicing the TTC's Contract immediately upon request of the TTC's Contract Administrator.

- 14.5.1 Contractor shall assign a sufficient number of employees to perform the required work. They must be fluent in speaking and

writing English. Bilingual capabilities are desirable in certain areas. At least one Field Inspector must be fluent in Spanish.

- 14.5.2 All Contractor employees must possess basic reading and writing skills for note taking and completing report forms, and have the ability to accept responsibility and work independently.
- 14.5.3 All Contractor employees must have the ability to work and communicate effectively with the public and other operating personnel. They must possess good customer service skills and be able to use good judgment and discretion when dealing with the public.
- 14.5.4 At least one employee on situs shall be authorized to act for Contractor in every detail.
- 14.5.5 All Contractor employees must be able to complete compliance inspections of businesses by referring to inspection checklists and inspect for appropriate, valid, and current licensing for all types of business activities conducted on the business premises and in the field.
- 14.5.6 Contractor employees may be required to take photographs with a camera with an electronic flash, measure distances, and take accurate measurement readings from a tape measure, draw, and read simple diagrams of interior and exterior floor plans of business premises.
- 14.5.7 All Contractor employees must have a valid California Driver's License, must be at least 21 years of age, in good physical condition, and must be able to carry out the requirements of the job.
- 14.5.8 All Contractor employees must be dressed and groomed in a business-like manner appropriate to their duties.
- 14.5.9 All Contractor employees must have at least one year of experience in performing field interviews and associated data gathering activities.
- 14.5.10 All Contractor employees performing work under this Contract shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Such background investigation must be performed through fingerprints submitted to the California Department of Justice (DOJ) to include state, local, and federal level review which may include, but not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud,

embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor convictions. 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 investigation.

#### **14.6 Unsuitable Conduct of Field Inspection Personnel**

The Contractor shall ensure a high standard of conduct of its Field Inspection personnel. The following is conduct deemed unsuitable, but is not limited to:

- Smoking during Field Inspections.
- Eating during Field Inspections.
- Indiscreet conduct or actions.
- Wearing of headphones.
- Rude or inconsiderate behavior.
- Use of obscene or profane language.
- Threat of violence or other criminal means to harm the physical person or property of any person.
- False or misleading statements or representations.
- Accepting payments, gratuities, or goods from said businesses.
- Accompanied by unauthorized personnel on inspections.

#### **14.7 Identification Badges**

14.7.1 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge acceptable to the TTC, identifying employee by name, identification number, physical description, and name of Contractor, a statement, which identifies the person as a Contractor for the County Business License Field Inspection Services, the TTC's website and telephone number. The format and content of the badge is subject to the TTC's written approval prior to the Contractor implementing the badge's use. Such badge shall be displayed prominently on employee's upper part of their body at all times he/she is on the County designated property and during the course of their Field Inspection Services.

#### **14.8 Contractor's Personnel**

14.8.1 Personnel assigned by the Contractor to perform the required services shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor

assigned to this Contract who in the opinion of the TTC is unsatisfactory shall immediately be removed with cause from servicing the Contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the provisions of the Contract, Subparagraph 8.40, Subcontracting, are met.

14.8.2 The Contractor will be solely responsible for providing to its employees all legally required employee benefits and the County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided by the Contractor. Payment for services rendered shall be made upon approval of invoices submitted to the County by the Contractor.

14.8.3 The Contractor shall be responsible for providing competent staff to fulfill the requirements set forth in the SOW. The TTC shall have the right to review and approve potential staff prior to assignment.

14.8.4 Personnel provided by the Contractor shall at a minimum, in addition to the experience and knowledge, skill and/or ability outlined in the minimum requirements of the position, possess the following:

- The ability to work in a complex, fast-paced, and confidential working environment in carrying out assignments.
- The ability and skill to fluently read, write, speak, and understand English.
- Shall satisfy and pass a criminal background investigation/check upon request by the County. All Contractor personnel may be required to undergo and pass a LiveScan fingerprint background investigation/check prior to assignment and performance of services under this Contract. Such background investigation must be obtained through fingerprints submitted to the DOJ to include state, local, and federal level review which may include, but not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with background information shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation. When applicable,

Contractor shall maintain appropriate documentation in each employee's file of the same. 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 investigation/check.

- All personnel providing services in conjunction with the Contract will be required to sign an Exhibit G2, Contractor Employee Acknowledgement and Confidentiality Agreement, as set forth in the body of the Contract. During the Term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC's Contract Administrator prior to delivery of personnel.

#### **14.9 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

#### **14.10 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two hours of receipt of the call. The TTC may establish a satellite office in the City of Alhambra. The Contractor may be required to visit that location at the request of the TTC.

### **15.0 HOURS/DAYS OF WORK**

The Contractor is to provide Business License Field Inspection Services at minimum, Monday through Friday, between the hours of 8:00 a.m to 5:00 p.m. (Pacific Time), and as needed services pre-approved by County's Contract Administrator which may include weekends and after hours as described in this SOW. Contractor is not required to work on the following County recognized holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Cesar Chavez Day (Beginning in 2017, the County will observe this holiday.)

- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

## **16.0 GREEN INITIATIVES**

- 16.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 16.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the Contract commencement.

## **17.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Appendix B2, SOW and Sample Contract Technical Exhibits, Exhibit 1, PRS Chart, are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond what is 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 this 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.

When the Contractor’s performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence;
- Reduce payment to Contractor by a computed amount based on the deductions/fees to be assessed in the PRS;
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance; and/or
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten business days from such request shall constitute authorization for the

County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten business days written notice with or without cause, as provided for in the Contract, Subparagraph 8.42, Termination for Convenience.

## STATEMENT OF WORK

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**BUSINESS LICENSE ACTIVITY DEFINITIONS**

Following is an overview of all licensable activities covered by the Business License Ordinance of the County of Los Angeles (County) Code, which may or may not be included in the Contractor's activities. This list is subject to change, as the addition or deletion of licensed businesses may take place by the Board of Supervisors (Board). For a complete and thorough listing of activity definitions within Title 7, refer to the following website: <http://ordlink.com/codes/lacounty/index.htm>.

**1a. Acupressure Establishment**

See Number 42, Massage Parlor.

**1b. Acupressurist**

See Number 43, Massage Technician.

**2a. Adult Business- Cabaret**

Code Reference: Chapter 7.92, Section 7.92.010 through 7.92.160

Any nightclub, bar, restaurant, or similar establishment which features any type of live entertainment which is distinguished or characterized by its emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical parts.

**2b. Adult Business- Hotel or Motel**

Code Reference: Chapter 7.92, Section 7.92.010 through 7.92.160

Any hotel or motel as a regular and substantial course of conduct provides to its patrons, through the provision of rooms equipped with closed-circuit television, video recorders or players or other medium, material which is distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical parts.

**2c. Adult Business- Motion Picture Arcade**

Code Reference: Chapter 7.92, Section 7.92.010 through 7.92.160

Any establishment containing any manually operated, coin or slug operated, or electrically or electronically operated or controlled, still or motion picture or video tape machines, projectors, players, or other image producing devices that are

maintained to display images to five or fewer persons per machine or per viewing room at any one time when those images are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified parts.

**2d. Adult Business- Motion Picture Theater**

Code Reference: Chapter 7.92, Section 7.92.010 through 7.92.160

Any business establishment which projects and presents motion pictures, video tape recordings, slide photographs, or other motion or still pictures which are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified anatomical parts.

**2e. Adult Business- Theater**

Code Reference: Chapter 7.92, Section 7.92.010 through 7.92.160

Any theater, concert hall, dance hall, auditorium, or similar establishment which features live performances, which are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical parts.

**3. Apartment House or Hotel**

Code Reference: Chapter 7.50, Section 7.50.030

A hotel, apartment house, or other building housing five or more families, except a motel. A licensable apartment house is a building having five or more units housing five or more families. Apartment house licenses are issued for 5-10 units, 11-15 units, and 16 or more units. However, an apartment house complex, where multiple buildings having five or more units are located on the same piece of property and share the same name, common grounds, entrances and exits, management and address, or continuous series of addresses is required to obtain only one business license for the complex.

**4. Boarding House**

Code Reference: Chapter 7.50, Section 7.50.010 through 7.50.020

A lodging house or other building maintained, advertised, or held out to the public as a place where sleeping or rooming accommodations are furnished to the whole or any part of the public. Such places provide these accommodations to

five or more persons unrelated to the operator and which are not otherwise licensed as an apartment house, hotel, or motel.

**5a. Body Art Establishments**

Code Reference: 7.94, Section 7.94.010 through 7.94.280

As defined in 11.36.070, "Body art establishment" means any temporary or permanent premises, business, location, facility, room, mobile facility, or any portion thereof, used or operated as a body-piercing parlor as defined in Section 22.08.020, as a permanent cosmetics parlor as defined in Section 22.08.160, or as a tattoo parlor as defined in Section 22.08.200.

**5b. Body Art Technician**

Code Reference: 7.94, Section 7.94.010 through 7.94.280

As defined in 11.36.080, of the County Code any person that has completed an approved blood borne pathogen training course and is registered with the County Department of Health Services to conduct body art activity, in a permitted body art establishment.

**6. Bottle Washing Facility**

Code Reference: Chapter 7.90, Section 7.90.070

A business of washing bottles.

**7. Bottling Works**

Code Reference: Chapter 7.90, Section 7.90.080

A business where things are put into bottles.

**8. Bowling Alley**

Code Reference: Chapter 7.90, Section 7.90.340

A bowling alley except those used in private houses.

**9. Circus/Carnival**

Code Reference: Chapter 7.25, Sections 7.25.010 through 7.25.270

Per Chapter 7.25.010, a Circus or Carnival means a public spectacle of diverse entertainment and amusement which may include, but is not limited to: merry-go-rounds, Ferris wheels or similar mechanical apparatus or rides, menageries, trained animal acts or animal rides, petting or similar animal exhibitions, acrobatic or other physical feats or demonstrations by performers, side shows, games, or tests of strength, skill, or other capacity, and public eating places for which a fee or payment may be charged for entry into the location, viewing of such entertainment or amusement, participation in any of its activities, or purchase of food, drink, or merchandise.

NOTE: Section 7.90.620, includes a Circus in the definition of Traveling Show. However, if an activity is licensed under 7.25.010 or 7.25.020, then a Traveling Show license is not required.

Per Chapter 7.25, a license for a Circus/Carnival may also allow specific concessions, which will be indicated on the licenses. If this is the case, no separate concession licenses are required unless there are concessions on site not included under the Circus license. Then separate licenses are required for each concession. There are different licenses (and fees) for game booths and mechanical rides.

**10. Closing-Out Sale**

Code Reference: Chapter 7.40, Sections 7.40.010 through 7.40.180

“Sale” means any sale of, or any offer to sell, to the public, or any group thereof, goods, wares, or merchandise on order, in transit or in stock, in connection with a declared purpose as set forth by advertising that such sale is anticipatory to or to avoid the termination, liquidation, revision, wind up discontinuance, removal, dissolution, or abandonment of the business or that portion of the business conducted at any location and:

- A. All sales advertised in any manner calculated to convey to the public the belief that upon the disposal of the goods to be placed on sale, the business, or that portion thereof being conducted at any location, will cease, be removed, be interrupted, discontinued, or changed;
- B. All sales advertised to be “adjuster’s sale,” “adjustment sale,” “assignee’s sale,” “bankrupt sale,” “benefit of administrator’s sale,” “benefit of creditors sale,” “benefit of trustee’s sale,” “building coming down sale,” “closing

sale,” “closing-out sale,” “creditors’ committee sale,” “creditors’ sale,” “damaged goods sale,” “end sale,” “executor’s sale,” “final days sale,” “fire sale,” “forced out sale,” “forced out business sale,” “insolvent sale,” “insurance salvage sale,” “last days sale,” “lease expires sale,” “lease expiring sale,” “liquidation sale,” “loss of lease sale,” “mortgage sale,” “selling-out sale,” “smoke sale,” “smoke and water sale,” “trustee’s sale,” “quitting business sale,” “wholesale closing-out sale,” “we quit sale,” “we give up sale,” “fixing for sale,” or advertised by any other expression or characterization closely similar to any of the foregoing and calculated to convey the same meaning;

- C. All sales advertised in a manner calculated to indicate that the goods, ware or merchandise to be sold, or any part thereof, have been involved in any business failure, to have been derived from a business which has failed, been closed, discontinued, or liquidated;
- D. All sales accompanied by notices of advertising indicating that the premises are available for purchase or lease or are otherwise to be vacated; and
- E. All sales accompanied by advertising indicating a business emergency or failure affecting the seller or any previous holder of the goods to be disposed of.

## **11. Coin-Operated Game**

Code Reference: Chapter 7.90, Section 7.90.370

A coin-operated machine of skill open to the public, which is not operated as part of an activity licensed as a circus, carnival, or exhibition. “Coin operated” means the use of a coin, disk, plug, token, key or payment of a fee to operate machine. Open to the “general public” does not include fraternal organizations provided the premises are not rented to or open to the public. A separate license is required for each machine; however, individual licenses do not identify the specific game the license is for. It is sufficient that the number of licenses equals the number of games. Five or more coin operated machines constitute a game arcade, which requires a different license.

## **12. Coin-Operated Phonograph (i.e., Juke Box)**

Code Reference: Chapter 7.90, Section 7.90.360

Coin-operated phonograph for use by the general public. “Coin-operated” means the use of a coin, disk, token, plug, key, or payment of a fee to operate the

machine. Open to the "general public" does not include fraternal organizations provided the premises are not rented to or otherwise open to the public.

**13. Cold Storage Warehouse**

Code Reference: Chapter 7.26, Sections 7.26.010 through 7.26.040

A place where articles of food are stored, and artificially refrigerated to a temperature of 45 degrees Fahrenheit or below, for a period of 30 days or more. Exceptions are breweries and cold storage or refrigerating plants or warehouses maintained or operated by a restaurant, hotel, or exclusively wholesale or retail establishment not storing articles of food for other persons.

**14. Dance (All dances except for a single Special Dance, Taxi Dance Hall, or Youth or Charity Dance.)**

Code Reference: Chapter 7.30, Sections 7.30.010 through 7.30.660

All dances except for a single Special Dance, Taxi Dance Hall, or Youth or Charity Dance as defined in Chapter 7.30 of the County Code. A dance is a gathering of persons in or upon any premises where dancing is permitted, whether as the main purpose for such gathering or incidental to some other purpose (e.g., a restaurant with a dance floor). Licenses for dances also differentiate between a Type I Adult license that allows the license activity to be conducted on premises where alcoholic beverages may be sold, served, or consumed and a Type II Adult license that allows the activity licensed to be conducted only on premises where no alcoholic beverages are sold, served, or consumed.

**15. Dance – Special**

Code Reference: Chapter 7.30, Sections 7.30.010 through 7.30.660

An individual or private dance conducted by any person, dancing club(s), dancing school(s), or association of persons which will result in not more than three such dances held by such parties in any three month period.

**16. Dance - Youth**

Code Reference: Chapter 7.30, Sections 7.30.010 through 7.30.660

A youth dance is a public or private dance to which persons between the ages of 15 and 21 years are admitted as participants.

**17. Dance – Charity**

Code Reference: Chapter 7.30, Section 7.30.010 to 7.30.660

Any dance as previously defined where a Type II Adult license is issued and such dance is conducted by a bona fide charitable, religious, benevolent, patriotic or educational organization, or by the United Service Organization. This type of a dance is subject to the same conditions as defined in the County Code for whatever type of dance it is. The only differentiation is that there is not a license fee for a charity dance.

**18. Dance – Taxi Dance Hall**

Code Reference: Chapter 7.30, 7.30.070, 7.30.080, 7.30.110 through 7.30.530, and 7.30.690 through 7.30.770

Any place at which a public dance is conducted where partners are provided for dancing or social purposes by those conducting, managing, or operating such public dance for patrons or other guests and for which such patrons or guests pay a fee or other consideration.

**19. Taxi – Dance Instructors and Dancers**

Code Reference: Chapter 7.30, Sections 7.30.70, 7.30.80 and Sections 7.30.690 through 7.34.770

A “dance instructor” is a person who instructs dancers at a Taxi Dance Hall. A “taxi dancer” is a partner who is, for a fee or other consideration, furnished to a patron or other guest at a Taxi Dance Hall.

**20. Demonstrator**

Code Reference: Chapter 7.32, Sections 7.32.010 through 7.32.020

A person who demonstrates any object of any kind to another person and charges, solicits, or receives a monetary fee for such demonstration. Exceptions are if the person for whom the demonstration is made neither pays or is asked to pay a monetary fee, a demonstration made in conjunction with a sale of the article being demonstrated, or a demonstration by a teacher in the course of teaching.

**21. Entertainment**

Code Reference: Chapter 7.36, Sections 7.36.010 through 7.36.420

- A. "Entertainment" is defined to mean any act, play, review, pantomime, scene, song, dance act, song and dance act, or poetry recitation, conducted or participated in by any professional entertainer in or upon any premises to which the public is admitted or in any proprietary club. The term "professional entertainer" as used herein means a person or persons who engage for livelihood or gain in the presentation of entertainment.
- B. "Entertainment" also includes the exhibition of motion pictures as an incident to a public eating-place or to premises which possess or which are required to possess a retailer's on-sale license as defined in Section 23034, of the Business and Professions Code.
- C. "Entertainment" also includes a fashion or style show except when conducted by a bona fide nonprofit club or organization, and when conducted solely as a fund raising activity for charitable purposes.
- D. "Entertainment" as used herein does not include:
- Mechanical music alone;
  - Instrumental music alone, except between the hours of 2:00 a.m. and 6:00 a.m., when the provisions of Section 7.36.200 shall apply;
  - Dancing participated in only by customer, however, this does not exempt exhibition dancing by a person receiving compensation for such exhibition dancing; or
  - Any adult business required to be licensed pursuant to Chapter 7.92, is excluded from the requirements of this chapter.

**22. Exhibition**

Code Reference: Chapter 7.90, Sections 7.90.370 through 7.90.420

An exhibition, entertainment, or show of any character where a fee is charged for entry, the viewing of such an exhibition, entertainment, or show, or participation in any of its activities. Exceptions are schools or churches using their own equipment, any entertainment as defined in Sections 7.36.010 and 7.36.020, any outdoor festival as defined in Section 7.60.010, any carnival or circus as defined in Section 7.25.010 or 7.25.020 or an animal menagerie or animal exhibition.



**23. Fertilizer Plant**

Code Reference: Chapter 7.90, Section 7.90.110

The manufacturing, treating, or processing in any manner of fertilizer of any type, kind, or description.

**24. Filling Station**

Code Reference: Chapter 7.90, Section 7.90.120 and 7.90.125

The selling or distribution, either wholesale or retail, of propane gas, cryogenics, butane gas or other flammable vaporous gas, distillate, kerosene, gasoline or refined petroleum product from a filling station, tank truck or trailer, or stationary tank.

**25. Foundry**

Code Reference: Chapter 7.76, Section 7.76.160 and 7.76.170

Any place where metals are melted or cast both, including die casting.

**26. Food Establishment**

See Number 60, Public Eating Places.

**27. Funeral Escort Business**

Code Reference: Chapter 7.42, Sections 7.42.010 through 7.42.080

A person in the business of escorting funeral processions who is not a mortuary or funeral home AND who does not possess a valid, current, or unrevoked license for such businesses issued by a city within the County. These businesses are usually operated out of homes and the individual riders are rarely on the premises.

**28. Funeral Escort Riders**

Code References: Chapter 7.42, Sections 7.42.010 through 7.42.080

Any individual employed by a mortuary or funeral home or by a person in the Funeral Escort Business AND who does not possess a valid, unrevoked, or current license to act as such an escort from a city within the County.

**29. Game Arcade** (Five or more coin-operated machines)

Code Reference: Chapter 7.90, Sections 7.90.430 through 7.90.500

Any place open to the public where five or more coin-operated games of skill are kept or maintained and person are permitted to use such games. These games include, but are not limited to, skee ball, gun machine, and duck pins. The licensee or a licensed manager is required to be on the premises at all times the arcade is open.

**30. Gasoline-Oil Tank Trucks**

Code Reference: Chapter 7.28, Section 7.28.010 and 7.28.040

Any vehicle which, in the unincorporated areas of the County, either collects and transports, or transports and delivers flammable liquids, or liquified petroleum gases. A tank truck and tank trailer attached thereto are considered to be one vehicle. If a vehicle has a current valid operating certificate from the state of California Public Utilities Commission, a County license is not required.

**31. Hay, Grain, and Feed Dealers**

Code Reference: Chapter 7.90, Section 7.90.130

A person conducting, managing, or carrying on a business of buying, selling, or otherwise dealing in hay, straw, alfalfa, grain products used or intended to be used as livestock food, or any other stock food except for manufactured food.

**32. Health Club/Spa**

Code reference: Chapter 7.47, Section 7.47.010 through 7.47.120

Any place which has, therein, a swimming pool, soaking facility such as a spa, tub or any other device in which a person can soak, a steam room, a sauna or bathing place, including shower baths. Exceptions are a private residence, condominium, town house, trailer park, or apartment complex; a place where any treatment is administered in the course of practice of any healing art or profession under the provisions of the Business and Professions Code or any other statute of the state of California; or a place of employment where bathing facilities for the use of employees are required by law.

**33. Hog Ranch**

Code Reference: Chapter 7.48, Sections 7.48.010 through 7.48.050

A person who conducts, operates, or maintains a place for feeding garbage to hogs or other livestock, or a place for feeding over 100 hogs regardless of what is fed to the hogs.

**34. Horse Meat**

Code Reference: Chapter 7.90, Section 7.90.140

A person selling uncooked horse meat or horse meat products, either wholesale or retail. Horse meat is usually sold in pet stores.

**35. Hotel**

See Number 3, Apartment House or Hotel.

**36. Identification Cards**

Code Reference: Chapter 7.52, Sections 7.52.010 through 7.52.070

A person who prepares, makes, processes, or otherwise fabricates for the general public, with or without compensation, any card that may be used to establish the identity of the holder.

**37. Launderette**

Code Reference: Chapter 7.90, Section 7.90.150 and 7.90.160

Any place where the use of washing machines or other laundry equipment is licensed for consideration for the use of persons washing their own laundry.

**38. Livery Stable**

Code Reference: Chapter 7.90, Section 7.90.170

Any place where horses are boarded, rented, or where riding lessons are given.

**39. Locksmith**

Code Reference: Chapter 7.90, Sections 7.90.180 through 7.90.200

The business, trade, or occupation of making or fashioning keys for locks or similar devices; constructing, reconstructing, repairing, adjusting locks, or opening or closing locks for others by mechanical means other than the regular keys furnished for that purpose by the manufacturer of the locks. This definition does not include a person who only duplicates keys or a person, either licensed or exempted from the tow truck licensing requirements, who assists motorists in opening locked vehicle doors without the use of locksmith tools. Locksmiths licensed under this section may have fixed places of business or may be itinerant; however, the license fee for either is the same.

**40. Lumberyard or Sawmill**

Code Reference: Chapter 7.90, Section 7.90.270 and 7.90.280

A Sawmill is an establishment engaged in the business of operating power-driven machinery for sawing up logs or lumber or both.

**41. Manager**

A responsible person licensed under the provisions of Section 7.36.270, acting as manager on the premises. The manager must be familiar with the requirements of the relative Chapter of the County Code and be capable of communicating the provisions of such Chapter to employees and patrons of the establishment.

**42. Massage Parlor**

Code Reference: Chapter 7.54, Sections 7.54.010 through 7.54.190

A person conducting or managing a massage parlor, or any other place where facial massages, fomentations, massage, electric or magnetic treatment, alcohol rubs, Russian, Swedish, Turkish baths, or any school of massage are administered, given, or performed for any member of the public for any form of consideration or gratuity. Exceptions are any location licensed as a health club, provided only one massage table is used at such location and provided such use is incidental to the operation of the health club.

NOTE: Acupressure establishments' activity is covered by the massage parlor part of this ordinance; however, there is a different license for acupressure establishments at a higher fee.

**43. Massage Technician**

Code Reference: Chapter 7.54, Sections 7.54.200 through 7.54.290

Any person, male or female, who administers to any person for any form of consideration or gratuity, a massage, alcohol rub, fomentation, bath, selective massage procedures, acupressure, manipulation of the body, or similar procedure. This also includes a student at a school of massage who administers such procedures to any person who pays or gives a gratuity for such, whether to the school or the student. Exceptions are any treatments administered in good faith in the course of the practice of a healing and by any person licensed to practice such art or profession under the provision of the California Business and Professions Code.

NOTE: There is a license specifically for massage technicians; however, there is a different license for acupressurists even though the latter activity is covered by the massage technician part of the County Code.

**44. Model Studio**

Code Reference: Chapter 7.56, Sections 7.56.010 through 7.56.180

Any premises on which there is conducted business of furnishing figure models (male or female) who pose for the purpose of being observed or viewed by any person or of being sketched, painted, drawn, sculptured, photographed or otherwise similarly depicted for persons who pay a fee or other consideration or compensation or a gratuity for the right or opportunity to depict the figure model, or for admission to or for permission to remain upon, or as a condition of remaining upon the premises. This includes any premises where the business is conducted that furnishes, provides, or procures figure models for the above reasons for a fee or other consideration, compensation, or gratuity. Exceptions are any studio operated by a state college, or public junior college or school or any premises conducting the business of furnishing, providing, or procuring figure models for these studios.

**45. Model Studio Manager**

Code Reference: Chapter 7.56, Section 7.56.100

Any person acting as manager of an establishment licensed as or required to be licensed as a Model Studio. The licensee of the Model Studio, if also the manager, does not need a separate manager's license.

**46. Motel**

Code Reference: Chapter 7.50, Section 7.50.040

A motel, but not a hotel, or a boarding house.

**47. Motion Picture Theaters**

Code Reference: Chapter 7.82, Section 7.82.090 through 7.82.110

A place where moving pictures not considered adult in content pursuant to Title 7, Adult Businesses, Section 7.92.010 through 7.92.160, are exhibited for which a fee is charged, received or collected, or as an incident to some other type of business or activity, which does not possess either a Class I or Class III entertainment license. The Business License fee is different for adult motion picture theaters as referenced in this Appendix B1, SOW Attachments, Attachment I, Business License Activity Definitions, Item 2d, Page 2, Adult Business – Motion Picture Theater.

**48. Motor Vehicle - Rental**

Code Reference: Chapter 7.88, Section 7.88.010 through 7.88.040

The business of renting motor vehicles without drivers.

**49. Motor Vehicle - Repair**

Code Reference: Chapter 7.58, Section 7.58.010 through 7.58.120

Separate licenses are required for motor vehicle repairer, body and fender repair shops, painting, and refinishing. “Motor vehicle repairer” is defined as a person who manages, conducts, or runs a motor vehicle repair shop. A “motor vehicle repair shop” means:

- A. Any place where motor vehicles of others are repaired for a charge.
- B. Any place where the work of motor vehicle repair is carried on as an incident to the business of selling new or used motor vehicles or parts, or as an incident to any other traffic in motor vehicles, their parts or equipment.

A “motor vehicle repair shop” does not include any place where only the following work is done:

- A. Tire changing or repairing.

- B. Replacement of windshield wiper blades, arms, gas caps, lamps or lamp globes, and other similar minor accessories.
- C. Fan belt changing.
- D. Battery servicing, charging, and changing; not including repair or rebuilding.
- E. Work only for a motor vehicle repairer and not the owner of the vehicle.
- F. Fitting and replacing glass in vehicle windows.
- G. Cutting and fitting seat covers.
- H. Installation of minor parts or making of such trivial repairs as are customarily done as an incident to the business of selling motor fuel, oil, or accessories, including testing, adjustment and replacement of the following parts: carburetors, coils, condensers, distributor caps, filters, generators, points, motors, spark plugs, voltage regulators, water and fuel pumps, water hoses, and wiring.
- I. Painting or enameling.
- J. Body and fender work.
- K. Radiator cleaning and flushing.

A body and fender shop license does not permit the painting, enameling, or lacquering of vehicles, except if the parts repaired or replaced require it.

**50. Motorcycle Contest**

Code Reference: Chapter 7.90, Section 7.90.510 and 7.90.520

Motorcycle hill-climbs or motorcycle endurance contests or both, whether or not an admission is charged. These are periodic events and the license fee is based on a per day charge. In the event the motorcycle contest is held at an off-road vehicle track, then the only necessary license is the one for the off-road vehicle track.

**51. Nursery**

Code Reference: Chapter 7.90, Section 7.90.210

A plant nursery.

**52. Off-Road Vehicle Track**

Code References: Chapter 7.90, Section 7.90.570 and 7.90.580

A person who, for monetary or other consideration, manages or conducts a track or other outdoor area where vehicles are operated in a race, exhibition or otherwise.

**53. Oil Tool Exchange**

Code Reference: Chapter 7.76, Sections 7.76.180 through 7.76.200

A person engaged in buying and/or selling, or exchanging any secondhand oil-well tools, machinery or equipment, mining supplies, equipment, or machinery, or other goods, wares, merchandise, or secondhand tools used in or pertaining to oil drilling, oil pumping, or mining. The person may or may not have fixed a place of business; however, the license fee is the same for either.

**54. Outdoor Festival**

Code Reference: Chapter 7.60, Sections 7.60.010 through 7.60.350

Any music, dance, or rock festival or similar musical activity to which attendance by more than 500 persons is desired or expected and held at any place other than a permanent building or installation that has been constructed for conducting such activities.

**55. Picnic Park**

Code Reference: Chapter 7.90, Section 7.90.540 and 7.90.550

A privately owned area provided for picnicking or where picnic facilities are available and where admission is charged. This includes, but is not limited to, privately owned areas or grounds having lawn trees, shrubs and equipped with tables, benches, stoves, water, toilet, and containers for garbage and refuse.

**56a. Picture Arcade**

Code Reference: Chapter 7.64, Sections 7.64.010 through 7.64.200

Any premises where there is maintained one or more machines to show still or motion pictures and not considered adult in content, for which any charge, consideration or payment is required or as an incident to some other type of business except those establishments for which there has been issued a valid theater or motion picture theater license. Licensee or a licensed manager is required to be on premises at all times during hours of operation.



**56b. Picture Arcade Manager**

Code Reference: Chapter 7.64, Section 7.64.100

A person acting as a manager at an establishment licensed as or required to be licensed as a picture arcade. If the arcade licensee is also the manager, the licensee does not need a separate manager's license.

**57. Pony Ride**

Code Reference: Chapter 7.90, Section 7.90.560

A pony track or pony ride which is not operated as part of an activity licensed as an exhibition or circus/carnival.

**58. Poultry Dealer**

Code Reference: Chapter 7.90, Sections 7.90.220 and 7.90.230

The business of dealing in buying or selling live poultry. A license is not necessary for sales made from residences or other structures by the owner, tenants, or members of their immediate families, where such structures are not designed, constructed, or altered so as to display the poultry for sale and are located on the property on which the poultry was raised.

**59. Promoter and Solicitor (Charitable Solicitations)**

Code Reference: Chapter 7.24, Sections 7.24.010 through 7.24.540

Any person who for pecuniary compensation or consideration received, solicits, or holds himself out to the public as engaged in the business of soliciting contributions on behalf or for any other person or charitable association, corporation, or institution or conducts, manages, carries on, or agrees to do same on any drive or campaign for such purpose. A person who is a bona fide paid officer or employee of a social service agency which may solicit charitable contributions is not considered a promoter.

**60. Public Eating Places**

Code Reference: Chapter 7.72, Section 7.72.010 through 7.72.040

Public Eating:

Every restaurant, lunch room, tea room, coffee shop, soda fountain, public boarding house, hotel, club, beer parlor, cocktail lounge, and every other public place where food or drinks are prepared and/or service to be consumed by the public on the premises. All places where sandwiches, lunches, or similar foods are prepared for sale or gift to the public are considered public eating places. All of these places require a public eating place license.

Food Establishment:

There is also a different license required if liquids or edibles are sold for human consumption from other places such as wayside stands, stores, or other established place of business, except public eating places or exclusively by dispensing machine. Examples would be an Arco AM-PM mini market selling yogurt, hot dogs, etc.

Exceptions to this are the sale of edible agricultural products sold, as grown from residences or other structures by the owners, tenants, or members of their immediate family.

**61. Rebound Tumbling Center**

Code Reference: Chapter 7.74, Sections 7.74.010 through 7.74.160

Rebound Tumbling Center means a place where rebound tumbling equipment is provided and maintained for public use. Rebound tumbling equipment means a fabric bed or surface designed to provide resistance by virtue of its own elasticity or that provided by an elastic or spring suspension system or both, with a stable and tested frame and intended to be used for jumping, bounding, or acrobatic tumbling.

**62. Rendering Plant**

Code Reference: Chapter 7.90, Section 7.90.240

A rendering plant.

**63. Rifle Range**

Code Reference: Chapter 7.90, Section 7.90.250

Every person conducting, managing, or carrying on a rifle, pistol, or revolver range, any site where shotguns are fired at clay pigeons or other targets, or any place where rifle, pistol, or revolver shooting is carried on, not covered by Section 7.90.610.

**64. Rodeo**

Code Reference: Chapter 7.90, Sections 7.90.590 and 7.90.600

Every person conducting, managing, or carrying on any exhibition commonly known as a “rodeo” or any similar exhibition under any other name.

**65. Sawmill or Lumberyard**

Code Reference: Chapter 7.90, Sections 7.90.270 and 7.90.280

A sawmill is an establishment engaged in the business of operating power driven machinery for sawing up logs and/or lumber.

**66. School, Private**

Code Reference: Chapter 7.70, Section 7.70.010 through 7.70.060

Any school giving a course of training similar to that given in any grade of a public school from kindergarten to the 12<sup>th</sup> grade. Exceptions are public schools, trade schools, institutions for the conduct of which a state license is obtained, institutions maintained by any bona fide religious organization or by and for the adherents of a bona fide church, sect, or denomination.

**67. Shooting Gallery**

Code Reference: Chapter 7.90, Section 7.90.610

Every person conducting, managing, or carrying on a shooting gallery, marksmanship contest, dart game, archery, or similar form of attraction where a fee is charged. Exceptions are if the activity is operated as part of an activity licensed as an Exhibition, Circus or Carnival, or Circus/Carnival Concession.

**68. Skating Rink**

Code Reference: Chapter 7.30, Sections 7.30.670 and 7.30.680

A person managing or conducting a skating rink. The license for the skating rink may also permit the conducting of youth dances, special dances, and public dances on the same premises (see numbers 14, 15, 16, and 17).

**69. Solicitor (Principal and Individual)**

Code Reference: Chapter 7.62, Section 7.62.080 through 7.62.100

A principal solicitor license is required for every person who either employs or contracts with one or more individuals to have such individuals solicit the retail sale of any goods, wares, merchandise, or services for future delivery.

An individual solicitor license is required for every individual engaged in the business of soliciting the retail sale of any goods, wares, merchandise, or services for future delivery.

**70. Sound and Advertising Vehicles**

Code Reference: Chapter 7.78, Section 7.78.010 through 7.78.230

“Advertising vehicle” means any vehicle which carries, while in motion or standing, for display to the view of the public upon or along public highways, any signs, or any statuary or other advertising objects, symbols, or matter, and any vehicle modeled to resemble a locomotive, railroad car, covered wagon, or stagecoach, or which is contrived to buckle, to simulate explosion, or to fall apart, or to function otherwise in strange or startling fashion, or which is especially fitted up to present a grotesque, arresting, or unusual appearance for advertising purposes, or for the purpose of attracting the attention of the public upon or along the public highways.

“Sound vehicle” means any vehicle, including aircraft, which carries, or is equipped with any instrument or device for the production or reproduction of music, spoken words, or other sounds, or any loudspeaker, or other sound-amplifying device designed to enlarge volume of sound produced by any instrument or by the human voice, which instrument or device is used or intended to be used for the purpose of advertising or calling attention to any article, thing, or event, or for the purpose of addressing the public, or of attracting the attention of the public while such vehicle is traveling. “Sound vehicle” does not include a vehicle equipped with a siren or horn designed and used for the purpose of warning traffic because of such equipment or use.

Exceptions are vehicles with notices, signs, or emblems that are engaged in the usual business or regular work of the owner and not merely for advertising, and government vehicles operated within the course of their public functions. One license may cover more than one vehicle if all vehicles are operated by the same licensee. In that case, it is acceptable for the vehicles to post copies of licenses.

**71. Swimming Pool - Public**

Code Reference: Chapter 7.90, Section 7.90.290

Every person conducting, managing, or carrying on the business of operating a public swimming pool.

**72. Taxicab Driver**

Code Reference: Chapter 7.80, Sections 7.80.430 through 7.80.661

An individual who drives or is in actual physical control of a taxicab, either as agent, association member, employee or otherwise, in providing taxicab services such that passengers are accepted for such transportation within the unincorporated area of the County.

**73. Taxicab Operator**

Code Reference: Chapter 7.80, Sections 7.80.010 through 7.80.420

“Taxicab operator” means:

- A. Any person in the business of providing taxicab service such that passengers are accepted for transportation in taxicabs within the unincorporated area of the County, provided that:
  - Such person operates or uses three or more taxicabs, whether as owner, lessor, lessee, employer or otherwise, in providing such taxicab services; and
  - Such person directly conducts, manages, or carries on the business of providing taxicab service with such taxicabs.
- B. Any association with a membership solely of licensed taxicab drivers, all of whom are engaged in providing taxicab service such that passengers are accepted for transportation in their taxicabs within the unincorporated area of the County, provided that:

- Each such taxicab driver shall be the owner, lessor, lessee, or otherwise have an ownership interest in one taxicab, which is driven by such taxicab driver on a regular shift basis;
- Each such taxicab driver shall be required as a condition of association membership to abide by the operating procedures of the association including, but not limited to, record keeping, service standards, safety standards, maintenance schedules, dispatching procedures, and discipline rules; and
- The association shall be a registered nonprofit corporation organized to provide supervisory disciplinary and dispatching services to not less than 25 and not more than 100 taxicab drivers, each of whose taxicabs have the same uniform insignia and color scheme.

NOTE: Taxicab operators are responsible for compliance with all the County Code requirements, any rules, and regulations adopted by the Business License Commission pursuant to the County Code, and for obtaining the compliance of its officers, employees, association members, agents, or any other person connected with the taxicab operator in providing taxicab service.

#### **74. Taxicab Vehicle**

Code Reference: Chapter 7.80, various Sections throughout 7.80.010 through 7.80.661

Every automobile or motor propelled vehicle having a distinctive insignia and color scheme, used for the transportation of not more than eight passengers for hire, excluding the driver, at rates based on the distance, duration or number of trips, or on the routing time, or any combination of such rates, which vehicle is routed under the direction or with the agreement of such passenger or other person hiring such vehicle.

Every taxicab into which passengers are accepted for transportation within the unincorporated area of the County shall be required to display a vehicle permit affixed to the rear portion of such taxicab. Such permit is issued only upon authorization under a taxicab operator's license.

During the licensing process (either for the County or another jurisdiction), specific operating areas are authorized and taxicabs are allowed to pick up fares only in their designated operating area. However, passengers can be dropped off in another area.

**75. Theaters**

Code Reference: Chapter 7.82, Sections 7.82.010 through 7.82.030

A theater, concert hall, or similar establishment which is primarily devoted to theatrical performances, but doesn't include any adult business required to be licensed under Chapter 7.92. The Board has found, and the ordinance so states, that a theater is a building, playhouse, room, hall, or other place having a permanent stage upon which dramatic, theatrical, vaudeville, or similar performances are given, whose primary function is to give such performances and if food, drink, or other merchandise is served, sold, or offered for sale, it is merely incidental to the performance. The Board also found that a typical theater also has moveable scenery on the stage, permanently affixed seats and regularly scheduled performances.

If no other activity is carried on that requires a license, it is sufficient that either a theater license or an entertainment license is obtained.

**76. Tow Truck**

Code Reference: Chapter 7.28, Sections 7.28.010 through 7.28.040

Any motor vehicle which has been altered or designed and equipped to tow a vehicle by means of a crane, hoist, tow bar, tow line, or dolly or to render assistance to other vehicles. If a tow truck has a current license for regulation from a city within the County, then no County license is required.

**77. Traveling Show**

Code Reference: Chapter 7.90, Section 7.90.620 through 7.90.640

"Traveling Show" includes any caravan, museum, menagerie, collection of animals or circus, or any sideshow. Exceptions are any activities licensed as an Exhibit, Circus/Carnival, Circus/Carnival Concession, or a traveling motion picture theater specializing in entertainment for children.

**78. Vacation Certificates**

Code Reference: Chapter 7.85, Sections 7.85.010 through 7.85.230

Any arrangement, plan, scheme, or similar device, whether by Contract, certificate, license, membership agreement, security use agreement, or other means, whereby a user in exchange for advanced consideration including, but not limited to, registration fees and deposits, is entitled to use of

accommodations or facilities for any number of days, but not for specific dates. Exceptions are vacation plans where the purchaser is entitled to use of accommodations for any number of days each year during five or more successive years.

**79. Valet Parking**

Code Reference: Chapter 7.86, sections 7.86.010 through 7.86.140

The parking of motor vehicles delivered by the drivers to other persons for the purpose of parking same where such service is performed as a business or as an incident to some business, occupation, or activity. Exceptions are the parking of motor vehicles by the employees of the manager or owner of any apartment house, boarding house, motel, hotel, if the persons delivering such motor vehicles to be parked have the right to occupy such structure for overnight sleeping purposes and such parking is in conjunction with such use.

**80. Water Taxi – Boat**

Code Reference: Chapter 7.80, sections 7.80.670 through 7.80.700

Any vessel used for transportation of passengers for hire, when operated by the owner, agent, or employee at rates per mile, per trip, per hour, per day, or for any other period of time during which the vessel is routed. Each vessel requires a separate license.

**81. Water Taxi – Operator**

Code Reference: Chapter 7.80, Sections 7.80.670 through 7.80.700

A person engaged in the business of operating a water taxi and soliciting or accepting passengers for hire within a County harbor.

**82. Weed Eradicator**

Code Reference: Chapter 7.90, Sections 7.90.300 through 7.90.330

A person engaged in the business of clearing lands of weeds and other unwanted growth or vegetation.



## ATTACHMENT II

**POST THIS LICENSE IN A CONSPICUOUS PLACE THIS LICENSE IS NOT TRANSFERABLE**  
 THIS DOCUMENT IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK FINGERPRINT SEAL ON THE BACK - HOLD AT ANGLE TO VIEW SEAL

**LOS ANGELES COUNTY BUSINESS LICENSE** **No. 460605**

COUNTY OF LOS ANGELES - STATE OF CALIFORNIA  
 THE LICENSEE NAMED HEREON HAS PAID TO THE UNDERSIGNED TREASURER AND TAX COLLECTOR THE AMOUNT SHOWN AND IS HEREBY LICENSED, UNDER PROVISIONS OF COUNTY CODE TITLE 7 FOR THE PERIOD EXPIRING ON THE DATE SHOWN, TO CARRY ON THE BUSINESS OR OCCUPATION SPECIFIED, AT THE LOCATION SHOWN (IN THE CASE OF THE STATIONARY BUSINESS), OR TO OPERATE THE VEHICLE SPECIFIED. THIS LICENSE IS SUBJECT TO ANY SPECIAL CONDITIONS SHOWN AND IS VALID ONLY IN THE UNINCORPORATED TERRITORY OF LOS ANGELES COUNTY.

---

LICENSEE, LOCATION-BUSINESS, OCCUPATION OR VEHICLE

**DENIZ, ADLMIRA**  
**EL BUEN DIA MARKET**  
**4000 CUDAHY ST**  
**HUNTINGTON PARK, CA 90255**

**FOOD ESTABLISHMENT**



**0654 135637R1**  
**02/20/2015** DATE OF ISSUE  
**01/31/2016** EXPIRATION DATE  
**\$224.00** ← LICENSE FEE  
 ← PENALTY COLLECTED

*Joseph Kelly*  
 LOS ANGELES COUNTY  
 TREASURER AND TAX COLLECTOR

---

**CITY LICENSE: LA COUNTY** COUNTERSIGNED

DECAL/PLATE NO.

SPECIAL CONDITIONS

*John Naimo*  
 COUNTY AUDITOR CONTROLLER

76L325 (Rev. 8/08)

ABSENCE OF U.S. PATENT NUMBERS IN THE BOTTOM MARGIN INDICATES THAT THIS DOCUMENT IS FRAUDULENT. THIS AREA IS PRINTED WITH A PINK HEAT SENSITIVE INK THAT WILL DISAPPEAR WHEN BLOWING OR RUBBING. BOTTOM BORDER CONTAINS MICRO PRINTING - "FINGERPRINT SECURITY" MAY BE SEEN UNDER MAGNIFICATION.

## ATTACHMENT III

KEEP THIS UPPER PORTION

FOR YOUR RECORDS

**COUNTY OF LOS ANGELES**  
**NOTICE OF BUSINESS LICENSE FEE DUE**

This is to be paid on or before the expiration of your current license. A late payment will require a 25% penalty.  
 If not paid within 60 days after expiration, you must apply for a new license and pay a new application fee.

BUSINESS ID: [REDACTED]

PIN NUMBER: [REDACTED]

**MAKE CHECKS PAYABLE AND MAIL TO:** L.A. COUNTY TREASURER TAX COLLECTOR  
 P.O. Box 54970  
 Los Angeles, CA 90054-0970

TYPE OF BUSINESS

BOTTLE WORKS

LOCATION



WEST COVINA, CA 91791

DUE DATE: 03/31/2015

NO. LICENSES: 1

TOTAL DUE: \$ 132.00

PREV. LIC EXPIRES: 03/31/2015

CITY LICENSE: LA COUNTY

379377

\* INCLUDES STATE OF CALIFORNIA DISABILITY ACCESS FEE

There will be a service charge for any check returned by the bank for  
 any reason. Additional penalties may apply and your license may be cancelled.

**NOT TRANSFERRABLE. VOID UPON CHANGE IN OWNERSHIP OR LOCATION. COMPLETE REVERSE SIDE AND RETURN.**

76N558A (Rev. 11/10)

RETURN THIS NOTICE  
 WITH PAYMENT

**COUNTY OF LOS ANGELES**  
**NOTICE OF BUSINESS LICENSE FEE DUE**

PREV. LIC EXPIRES: 03/31/2015



DUE DATE: 03/31/2015

NO. LICENSES: 1

TOTAL DUE: \$ 132.00

\* INCLUDES STATE OF CALIFORNIA DISABILITY ACCESS FEE

THE BUSINESS LICENSE RENEWAL FEE



## ATTACHMENT IV

| COUNTY OF LOS ANGELES - TREASURER AND TAX COLLECTOR<br>BUSINESS LICENSE SYSTEM<br>REFERRAL REPORT BY ZIP |            |                                            |                                            |                                                      |                 |
|----------------------------------------------------------------------------------------------------------|------------|--------------------------------------------|--------------------------------------------|------------------------------------------------------|-----------------|
| BUSINESS ID                                                                                              | CLASS CODE | OWNER NAME DOING BUSINESS AS               | SITUS ADDRESS                              | MAILING ADDRESS                                      | EXPIRATION DATE |
| 138032                                                                                                   | 0327       | Abraham H. Gomez-Nueva Vallarta Restaurant | 7401 S. Alameda St., Los Angeles 90001     | 7401 S. Alameda St., Los Angeles, CA 90001           | 12/31/2015      |
| 135412                                                                                                   | 0352       | Ahmed Elrabat-Matador Poultry              | 7201 S. Alameda St., Los Angeles 90001     | 7201 S. Alameda St., Los Angeles, CA 90001           | 12/31/2015      |
| 131370                                                                                                   | 0654       | La Fuente De Oro                           | 6740 S. Compton Ave., Los Angeles 90001    | 6740 S. Compton Ave., Los Angeles, CA 90001          | 12/31/2014      |
| 122427                                                                                                   | 0328       | Mi R. Song-Superior Super Warehouse        | 7316 S. Compton Ave., Los Angeles 90001    | 15510 Carmenita Rd., Santa Fe Springs, CA 90670      | 12/31/2015      |
| 122427                                                                                                   | 0654       | Mi R. Song-Superior Super Warehouse        | 7316 S. Compton Ave., Los Angeles 90001    | 15510 Carmenita Rd., Santa Fe Springs, CA 90670      | 12/31/2015      |
| 139755                                                                                                   | 0652       | Maricela Larios-Cielito Lindo Market       | 7900 Compton Ave., Los Angeles 90001       | 7900 Compton Ave., Los Angeles, CA 90001             | 12/31/2015      |
| 109622                                                                                                   | 0927       | Paula H. Delgado-El Paraiso Club           | 1700 E. Firestone Blvd., Los Angeles 90001 | 1700 E. Firestone Ave., Los Angeles, CA 90001        | 12/31/2015      |
| 120968                                                                                                   | 0328       | South Point, LLC. Launderland              | 1640 E. Firestone Blvd., Los Angeles 90001 | 1640 E. Firestone Blvd., Los Angeles, CA 90001       | 12/31/2015      |
| 127299                                                                                                   | 4040       | Skrieth John Sanayoa-German Auto           | 1651 E. Firestone Blvd., Los Angeles 90001 | 1651 E. Firestone Blvd., Los Angeles, CA 90001       | 12/31/2015      |
| 109483                                                                                                   | 0652       | Paula H. Delgado-El Paraiso Club           | 1700 E. Firestone Blvd., Los Angeles 90001 | 1700 E. Firestone Ave., Los Angeles, CA 90001        | 12/31/2015      |
| 135672                                                                                                   | 0327       | Norma N. Jaimez-El Latino Alegre           | 1710 E. Firestone Blvd., Los Angeles 90001 | 1710 E. Firestone Blvd., Los Angeles, CA 90001       | 12/31/2015      |
| 135672                                                                                                   | 0652       | Norma N. Jaimez-El Latino Alegre           | 1710 E. Firestone Blvd., Los Angeles 90001 | 1710 E. Firestone Blvd., Los Angeles, CA 90001       | 12/31/2015      |
| 135672                                                                                                   | 2020       | Norma N. Jaimez-El Latino Alegre           | 1710 E. Firestone Blvd., Los Angeles 90001 | 1710 E. Firestone Blvd., Los Angeles, CA 90001       | 12/31/2015      |
| 135672                                                                                                   | 2809       | Norma N. Jaimez-El Latino Alegre           | 1710 E. Firestone Blvd., Los Angeles 90001 | 1710 E. Firestone Blvd., Los Angeles, CA 90001       | 12/31/2015      |
| 114753                                                                                                   | 0652       | Rigo Melendez-Rigos Tacos #4               | 1816 Firestone Blvd., Los Angeles 90001    | 1816 Firestone Blvd., Los Angeles, CA 90001          | 12/31/2015      |
| 111403                                                                                                   | 0654       | Rite Aid #5423                             | 1534 E. Florence, Los Angeles 90001        | Harrisburg, PA 17105                                 | 12/31/2015      |
| 126734                                                                                                   | 0654       | Jung S. Song-Lee's Produce Market          | 1529 E. Florence Ave., Los Angeles 90001   | 1529 E. Florence Ave., Los Angeles, CA 90001         | 12/31/2015      |
| 129182                                                                                                   | 2809       | Lynn L. Martinez-El Vazuero Nite Club      | 1747 E. Gage Ave., Los Angeles 90001       | 1747 E. Gage Ave., Los Angeles, CA 90001             | 12/31/2015      |
| 136565                                                                                                   | 0328       | Watts Community Laundry                    | 2401 E. Imperial Hwy. Los Angeles 90001    | 2615 Pacific Coast Hwy. 328, Hermosa Beach, CA 90251 | 12/31/2015      |
| 109526                                                                                                   | 4041       | Francisco Cuellar -Dillons Body Shop       | 7802 Lou Dillion St., Los Angeles 90001    | 7802 Lou Dillion St., Los Angeles, CA 90001          | 12/31/2015      |

## ATTACHMENT V

**UNINCORPORATED AREAS OF THE COUNTY OF LOS ANGELES  
AND CONTRACT CITIES**

|                           |                                     |
|---------------------------|-------------------------------------|
| ACTON (93510)             | LITTLEROCK (93543)                  |
| AGUA DULCE (91350)        | LLANO (93544)                       |
| ALONDRA PARK (90260)      | LONGVIEW (93553)                    |
| ALPINE (93535)            | <b>MALIBU (90265) ***</b>           |
| ALTADENA (91001)          | LENNOX (90304)                      |
| ARCADIA (PORTION)         | MARINA DEL REY (90292)              |
| ATHENS (90044)            | MINT CANYON (91351)                 |
| AVOCADO HEIGHTS (PORTION) | MONTE NIDO (91302)                  |
| AZUSA (91702)             | MONTROSE (91020)                    |
| BASSET (91746)            | NEWHALL (91321)                     |
| BIG PINE (92397)          | NEWBERRY PARK (PORTION)             |
| CALABASAS (91302) ***     | OBAN (93534)                        |
| CANYON COUNTRY (91351)    | PALMDALE (93550)                    |
| CASTAIC (91384)           | PASADENA (PORTION)                  |
| CATALINA ISLAND (90704)   | PEARLBLOSSOM (93553)                |
| CITY OF INDUSTRY (91746)  | PICO CANYON (91321)                 |
| CHARTER OAKS (91724)      | QUARTZ HILLS (93536)                |
| CITY TERRACE (91724)      | RANCHO DOMINGUEZ (90221)            |
| CLEARWATER (91724)        | ROOSEVELT (93535)                   |
| COMPTON (EAST PORTION)    | ROWLAND HEIGHTS (91748)             |
| CORNELL (91301)           | SAN DIMAS (PORTION)                 |
| COVINA (91722)            | SAN GABRIEL (PORTION)               |
| DEL SUR (93534)           | SAN PEDRO (PORTION)                 |
| DEL VALLE (91355)         | SANBERG (93150)                     |
| EAST LOS ANGELES (90022)  | SAUGUS (91350)                      |
| FAIRMONT (93534)          | SLAUSON (90001)                     |
| FERNWOOD (90290)          | SOUTH EL MONTE (91733)              |
| FLORENCE (90001)          | <b>SANTA CLARITA (91355) ***</b>    |
| GARDENA (PORTION)         | TOPANGA (90290)                     |
| GORMAN (93534)            | TORRANCE (90505)                    |
| HACIENDA HEIGHTS (91745)  | TUJUNGA (PORTION)                   |
| HAWTHORNE (90250)         | UNIVERSAL CITY (91608)              |
| HUNTINGTON PARK           | VALVERDE PARK (91384)               |
| LA CRESCENTA (91214)      | VALENCIA (91355)                    |
| LA HABRA HEIGHTS (90631)  | VALINDA (91774)                     |
| LA PUENTE (PORTION)       | VALYERMO (93563)                    |
| LADERA HEIGHTS (90056)    | VIEW PARK (90043)                   |
| LAKE LOS ANGELES (93550)  | WALNUT (91789)                      |
| LANCASTER (PORTION)       | WALNUT PARK (PORTION)               |
| LANG (91350)              | WESTLAKE (90057)                    |
| LEBEC (PORTION)           | <b>WESTLAKE VILLAGE (91361) ***</b> |
| LENNOX (90304)            | WHITTIER (90601)                    |
| LEONA VALLEY (93551)      | WILLOWBROOK (PORTION)               |

\*\*\* CONTRACT CITIES

## ATTACHMENT VI

**MONTHLY AVERAGE**  
**(12 Month Period Ending December 2014)**

| <b>Service</b>          | <b>Monthly Average</b> | <b>Range</b> |
|-------------------------|------------------------|--------------|
| General Inspection      | 169                    | 201 – 142    |
| General Inspection Plus | 61                     | 81 – 47      |
| High Profile            | 6                      | 9 – 1        |
| Photos and Diagrams     | 2                      | 4 – 0        |
| Database Updates        | 4                      | 7 – 0        |

**TREASURER AND TAX COLLECTOR  
BUSINESS LICENSE  
FIELD INSPECTION REPORT**

ATTACHMENT VII

Date:

Time:

DBA:

Telephone Number:

Address:

City:

Zip Code:

Name of person present during inspection:

Owner's Name:

Address:

Tel. No.:

City:

Zip Code:

=====

**REQUIRED FIELD INSPECTION ACTIVITIES**

|                                                                      | LIC #1               |                      | LIC #2               |                      | LIC #3               |                      | LIC #4               |                      |
|----------------------------------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| License Number:                                                      | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Business Code                                                        | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Account No.:                                                         | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Classification Name:                                                 |                      |                      |                      |                      |                      |                      |                      |                      |
| Expiration Date:                                                     | /                    | /                    | /                    | /                    | /                    | /                    | /                    | /                    |
| License posted in plain view?                                        | Yes                  | No                   | Yes                  | No                   | Yes                  | No                   | Yes                  | No                   |
| Special conditions met?                                              | Yes                  | No                   | Yes                  | No                   | Yes                  | No                   | Yes                  | No                   |
| Is business in compliance with code? (list all non-compliance below) | Yes                  | No                   | Yes                  | No                   | Yes                  | No                   | Yes                  | No                   |

LIST ALL NON-COMPLIANCE CONDITIONS AND UNLICENSED ACTIVITIES BELOW

**GENERAL COMMENTS**

(LIST SERIAL NUMBERS OF MECHANICAL RIDES, TYPES OF COIN GAMES, NAMES OF EMPLOYEES REQUIRING A LICENSE)

I certify that the foregoing information contained in the field inspection report is accurately stated and I have given a copy of this report to the person named below.

Inspector's Signature:

ID #:

Ending time of visit:

Business Representative's Signature:

Date:

**NOTICE:**

**THE FIELD INSPECTOR IS NOT AUTHORIZED TO ACCEPT ANY PAYMENTS FOR THE COUNTY OF LOS ANGELES. ANY ITEMS FOUND NOT IN COMPLIANCE WITH THE COUNTY BUSINESS LICENSE ORDINANCE MUST BE CORRECTED IMMEDIATELY. NON-COMPLIANCE WITH THIS ORDINANCE MAY RESULT IN THE REVOCATION OR SUSPENSION OF THE LICENSE ISSUED FOR THE ESTABLISHMENT.**

76FIR03

TREASURER AND TAX COLLECTOR  
BUSINESS LICENSE  
FIELD INSPECTION REPORT

## ATTACHMENT VIII

Date: 1/16/2015

Time: 10:30 A.M.

DBA: Jane Doe's Gas Station

Telephone Number: (213) 240-7360

Address: 500 West Temple St.

City: Los Angeles

Zip Code: 90012

Name of person present during inspection: John Doe

Owner's Name: Jane Doe

Address: 500 W. Temple

Tel. No. (213) 240-7360

City: Los Angeles

Zip Code: 90012

## REQUIRED FIELD INSPECTION ACTIVITIES

|                                                                      | LIC #1                                                        | LIC #2                                             | LIC #3                                             | LIC #4                                             |
|----------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------|----------------------------------------------------|----------------------------------------------------|
| License Number:                                                      | 1 2 3 4 5 6                                                   |                                                    |                                                    |                                                    |
| Business Code                                                        | 0 3 2 3                                                       |                                                    |                                                    |                                                    |
| Account No.:                                                         | 8 8 8 8 8 8                                                   |                                                    |                                                    |                                                    |
| Classification Name:                                                 | Filling Station                                               |                                                    |                                                    |                                                    |
| Expiration Date:                                                     | 8 / 31 / 15                                                   | / /                                                | / /                                                | / /                                                |
| License posted in plain view?                                        | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Special conditions met?                                              | <input type="radio"/> Yes <input checked="" type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Is business in compliance with code? (list all non-compliance below) | <input type="radio"/> Yes <input checked="" type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

## LIST ALL NON-COMPLIANCE CONDITIONS AND UNLICENSED ACTIVITIES BELOW

No public restrooms.

Needs food establishment license.

## GENERAL COMMENTS

(LIST SERIAL NUMBERS OF MECHANICAL RIDES, TYPES OF COIN GAMES, NAMES OF EMPLOYEES REQUIRING A LICENSE)

I certify that the foregoing information contained in the field inspection report is accurately stated and I have given a copy of this report to the person named below.

Inspector's Signature: Inspector

ID #:

Ending time of visit: 10:50 A.M.

Business Representative's Signature:

Date: 1/16/15

## NOTICE:

THE FIELD INSPECTOR IS NOT AUTHORIZED TO ACCEPT ANY PAYMENTS FOR THE COUNTY OF LOS ANGELES. ANY ITEMS FOUND NOT IN COMPLIANCE WITH THE COUNTY BUSINESS LICENSE ORDINANCE MUST BE CORRECTED IMMEDIATELY. NON-COMPLIANCE WITH THIS ORDINANCE MAY RESULT IN THE REVOCATION OR SUSPENSION OF THE LICENSE ISSUED FOR THE ESTABLISHMENT.

76FIR03



## ATTACHMENT IX

| MASTER ACTIVITY REPORT |       |       |         |                      |                        |                          |             |          |           |         |                 |
|------------------------|-------|-------|---------|----------------------|------------------------|--------------------------|-------------|----------|-----------|---------|-----------------|
| DATE                   | FIR#  | CLASS | ACCOUNT | OWNER                | DBA                    | SITUS ADDRESS            | City        | Zip Code | INSPECTOR | TIME    | RESULT          |
| 1/12/2015              | 93170 | 0325  | 126157  | Myong W. Lim         | Happy Water            | 13739 Leffingwell Rd.    | Whittier    | 90605    | 07        | 10 Min. | Compliance      |
| 1/12/2015              | 93165 | 0652  | 140777  | Alberto Ramirez      | El Divino Salvader Adm | 13800 Leffingwell Rd.    | Whittier    | 90604    | 07        | 10 Min. | Compliance      |
| 1/12/2015              | 93172 | 0654  | 141431  | Morkos E. Shahat     | Cordial Liquor         | 13330 Meyer Rd.          | Whittier    | 90605    | 07        | 10 Min. | Compliance      |
| 1/12/2015              | 93173 | 0654  | 102763  | A & T Makris         | Douglas Drive In 1     | 13475 Telegraph Rd.      | Whittier    | 90605    | 07        | 10 Min. | Compliance      |
| 1/12/2015              | 93178 | 0652  | 125350  | Denco Enterprise     | Denny's 7383           | 8425 Pioneer Blvd.       | Whittier    | 90606    | 07        | 10 Min. | Non-Compliance  |
| 1/12/2015              | 93161 | 0654  | 141736  | Smart & Final LLC    | Smart & Final          | 15055 Mulberry           | Whittier    | 90604    | 07        | 10 Min. | Compliance      |
| 1/12/2015              | 93175 | 0652  | 126699  | Senior Classic Lea   | Carl's Jr Restaurant   | 10409 Whittier Blvd.     | Whittier    | 90606    | 07        | 10 Min. | Renewal Pending |
| 1/12/2015              | 93180 | 0328  | 120164  | Jose A. Molina       | Janitzio Meat & Prod.  | 8236 Norwalk Blvd.       | Whittier    | 90606    | 07        | 10 Min. | Compliance      |
| 1/12/2015              | 93176 | 0654  | 137812  | Srey P Heng          | New Donuts & Water     | 11517 Washington Blvd.   | Whittier    | 90606    | 07        | 10 Min. | Compliance      |
| 1/12/2015              | 93158 | 0328  | 135969  | Jack Y. Kotani       | Super Wash N Dry       | 14366 Telegraph Rd.      | Whittier    | 90604    | 07        | 10 Min. | Non-Compliance  |
| 1/12/2015              | 93155 | 0654  | 137863  | Jung W. Lee          | Hank's Liquor          | 15023 Leffingwell Rd.    | Whittier    | 90604    | 07        | 10 Min. | Compliance      |
| 1/12/2015              | 93162 | 033   | 913549  | 4Unicol, Inc.        | Tara Coin Laundry      | 14235 Leffingwell Rd.    | Whittier    | 90604    | 07        | 10 Min. | Compliance      |
| 1/13/2015              | 93920 | 0654  | 127973  | Walgreens Inc.       | Walgreen's 06125       | 6325 Rosemead Blvd.      | San Gabriel | 91775    | 07        | 10 Min. | Compliance      |
| 1/13/2015              | 93039 | 0654  | 140726  | Adalberto Martin     | Franco 99 Cent Up St   | 143 S. Mednik Ave.       | Los Angeles | 90022    | 07        | 10 Min. | Compliance      |
| 1/13/2015              | 93054 | 0652  | 141758  | 5 JS Inc.            | Paris Bakery and Café  | 205 S. Mednik Ave.       | Los Angeles | 90022    | 07        | 10 Min. | Compliance      |
| 1/13/2015              | 93185 | 065   | 213319  | 3Panda Express, Inc. | Panda Express #1283    | 2234 Lincoln Ave.        | Altadena    | 91001    | 07        | 10 Min. | Compliance      |
| 1/13/2015              | 93289 | 0347  | 114673  | Charles Norman       | Norman's Nursery       | 8633 Duarte Rd.          | San Gabriel | 91775    | 07        | 10 Min. | Compliance      |
| 1/13/2015              | 93187 | 0652  | 122690  | P.R. Pemecky Mgt.    | Mc Donald's            | 2157 Lincoln Ave.        | Altadena    | 91001    | 07        | 10 Min. | Compliance      |
| 1/13/2015              | 93189 | 0328  | 111929  | Alpha Beta           | Ralph's Grocery #630   | 2270 N. Lake Ave.        | Altadena    | 91001    | 07        | 10 Min. | Renewal Pending |
| 1/13/2015              | 93190 | 0652  | 135552  | Christine K. Lee     | Fairoaks Burger        | 2560 N. Fairoaks Ave.    | Altadena    | 91001    | 07        | 10 Min. | Compliance      |
| 1/13/2015              | 93192 | 0654  | 104748  | Websters Pharmacy    | Websters Pharmacy      | 2450 N. Lake Ave.        | Altadena    | 91001    | 07        | 10 Min. | Compliance      |
| 1/13/2015              | 93194 | 0652  | 137731  | Zai N Li             | Egg Roll Express       | 2367 E. Washington Blvd. | Pasadena    | 91104    | 07        | 10 Min. | Compliance      |
| 1/13/2015              | 93191 | 0652  | 108495  | Lonzia Shay          | Little Red Hen Coffee  | 2697 N. Fairoaks Ave.    | Altadena    | 91001    | 07        | 10 Min. | Compliance      |
| 1/14/2015              | 93020 | 0652  | 133313  | Maira C Aquino       | Pupuseria Y Restaurant | 1341 E. Florence Ave.    | Los Angeles | 90001    | 07        | 10 Min. | Compliance      |
| 1/14/2015              | 93012 | 0654  | 133247  | Maria D. Reyes       | Denise Meat Market     | 6031 Compton Ave.        | Los Angeles | 90001    | 07        | 10 Min. | Renewal Pending |
| 1/14/2015              | 93109 | 0928  | 110874  | Jose T. Cerda        | Silver Cue Family B    | 7412 Pacific Blvd.       | Huntington  | 90255    | 07        | 10 Min. | Renewal Pending |



**TREASURER AND TAX COLLECTOR  
PHOTO AND DIAGRAM FIELD REPORT**

DATE \_\_\_\_\_ TIME OF VISIT \_\_\_\_\_  
 BUSINESS NAME \_\_\_\_\_ OWNER NAME \_\_\_\_\_  
 SITUS ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_  
 ZIP \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_ OWNER PHONE \_\_\_\_\_  
 BUSINESS CLASSIFICATION \_\_\_\_\_

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( ) OBTAIN EXTERIOR AND INTERIOR PHOTOGRAPHS

**PHOTO CHECKLIST (12 Pictures)**

Include the following when applicable:

**(3) EXTERIOR**

Entrance ( )  
 Business Sign ( )  
 Parking Area ( )

**(9) INTERIOR**

Entrance ( )      Kitchen ( )  
 Seating ( )      Stage ( )  
 Bar ( )      Dance Floor ( )  
 Dining ( )      Exits ( )

Include Unique Features: Pool Tables, Arcade Booths, Private Patrol Uniforms, Vehicles, etc. ( )

---

**DIAGRAM CHECKLIST (2 Drawings)**

**INTERIOR (1)**

|                 |                   |                         |
|-----------------|-------------------|-------------------------|
| Entrance ( )    | Exits ( )         | Restrooms ( )           |
| Stage ( )       | Bar ( )           | Dance Floor ( )         |
| Store Rooms ( ) | Private Rooms ( ) | Interior Dimensions ( ) |
|                 |                   | Additional Features ( ) |

**EXTERIOR (1)**

Outside Street and Adjacent Building( )

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**SPECIAL COMMENTS:**

(Indicate any activities not covered under the existing or newly applied for license)

(Specific finding of investigation)

INSPECTOR'S NAME \_\_\_\_\_ IDENTIFICATION NUMBER \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_ ENDING TIME OF VISIT \_\_\_\_\_

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## ATTACHMENT XI

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## INFORMATION SECURITY REQUIREMENTS

This Attachment sets forth information security procedures to be established by Contractor before the Effective Date of the Contract and maintained throughout the Term of the Contract. These procedures are in addition to the requirements of the Contract and the Business Associate Agreement between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information, Protected Health Information, and County Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment II (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Attachment, capitalized terms shall have the meanings set forth in the Contract.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel and subcontractors contacting County Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees, contractors, and subcontractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel and subcontractors with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel and subcontractors promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Attachment II (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected



## ATTACHMENT XI

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## INFORMATION SECURITY REQUIREMENTS

Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices<sup>1</sup>) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization<sup>2</sup> and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive<sup>3</sup> such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.

5. **Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations<sup>4</sup>; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices<sup>5</sup>. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization<sup>6</sup>).

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<sup>1</sup> Available at <http://www.csrc.nist.gov/>

<sup>2</sup> Available at <http://www.csrc.nist.gov/>

<sup>3</sup> Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

<sup>4</sup> Available at <http://www.csrc.nist.gov/>

<sup>5</sup> Available at <http://www.csrc.nist.gov/>

<sup>6</sup> Available at <http://www.csrc.nist.gov/>



## INFORMATION SECURITY REQUIREMENTS

6. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization<sup>7</sup>).
7. **Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
  - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
  - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
  - c. Applications will include access control to limit user access to information and application system functions; and

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<sup>7</sup> Available at <http://www.csrc.nist.gov/>



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## INFORMATION SECURITY REQUIREMENTS

- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
  - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
  - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County Confidential Information.
  - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party when applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.
- Relevant audits conducted by Contractor as of the Effective Date include:



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## INFORMATION SECURITY REQUIREMENTS

- a. ISO 27001:2013 (Information Security Management) – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
  - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
  - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
  - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
  - (iv) **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on \_\_\_\_\_, Contractor's website.
- b. SSAE-16 (formerly known as SAS - 70) – As to the Hosting Services only:
  - (i) Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "up-to-date".
  - (ii) The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.
12. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of this Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as



**INFORMATION SECURITY REQUIREMENTS**

described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

**13. Confidentiality**

- a. Except as provided in Section 13(b) (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the "Disclosing Party") to the other ("Receiving Party") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, models, displays and manuals; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County's customers, patients, business partners, or personnel; (d) Personally Identifiable Information (as defined below); and (e) Protected Health Information, as specified in Exhibit 16 (Business Associate Agreement), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). The foregoing definition shall also include any Confidential Information provided by either Party's contractors, subcontractors, agents, or vendors. To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **Exclusions.** Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Contract, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Contract or a similar confidentiality or non-disclosure Contract, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party; (c) has been or is hereafter rightfully received by the Receiving Party from a third-party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.
- c. **Treatment of Confidential Information.** Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Contract without assurance that such information and the value thereof will be protected as provided in this Section 13 (Confidentiality) and elsewhere in this Contract.



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## INFORMATION SECURITY REQUIREMENTS

Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Contract. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Contract, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Contract to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 13 (Confidentiality). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third-parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent, will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

- d. **Non-Exclusive Equitable Remedy.** Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third-parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the non-breaching Party.
- e. **Compelled Disclosures.** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise



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## INFORMATION SECURITY REQUIREMENTS

oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

- f. **County Data.** All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The data of County shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- g. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in California Civil Code section 1798.29 and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
  - i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
  - ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the confidential provisions of Section 21 (County Confidential Information), during the Term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable



## ATTACHMENT XI

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**INFORMATION SECURITY REQUIREMENTS**

Information to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with this Contract, and all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- e. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

**BUSINESS LICENSE FIELD INSPECTION SERVICES****PRICING SCHEDULE****NUÑEZ & ASSOCIATES, INC.**

|                                                                                                           |                                                |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>1. FIELD INSPECTION AND FIELD INSPECTION REPORT</b>                                                    | <b>Rate Per Inspection</b>                     |
| A. GENERAL INSPECTION                                                                                     | \$45.00                                        |
| B. GENERAL INSPECTION PLUS                                                                                | \$45.00                                        |
| C. HIGH PROFILE INSPECTION                                                                                | \$45.00                                        |
| <b>2. PHOTOGRAPHS AND DIAGRAMS (of Interior and exterior of business premises)</b>                        | <b>Rate Per Site</b>                           |
| A. PHOTOGRAPHS AND DIAGRAMS                                                                               | \$400.00                                       |
| <b>3. DATABASE UPDATE SERVICES WITH MONTHLY REPORT (identification of unlicensed business activities)</b> | <b>Rate Per Unlicensed Activity Identified</b> |
| A. DATABASE UPDATE SERVICES                                                                               | \$50.00                                        |

**STATEMENT OF WORK AND SAMPLE CONTRACT  
TECHNICAL EXHIBITS**

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**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY ROBLEMS:**

---

Signature of County Representative

Date \_\_\_\_\_

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

Signature of Contractor Representative

Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

Signature of Contractor Representative

Date

**COUNTY ACTIONS:** \_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

### PERFORMANCE REQUIREMENTS SUMMARY CHART

| SPECIFIC PERFORMANCE REFERENCE                                     | SERVICE                                                                                                                         | MAXIMUM ALLOWED DEVIATION | MONITORING METHOD                                      | DEDUCTIONS/FEES TO BE ASSESSED                                                                              |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Contract: Paragraph 7.0, Administration of Contract – Contractor   | Contractor shall notify the County of Los Angeles (County) in writing of any change in name or address of the Contract Manager. | None                      | Inspection and Observation.                            | \$50 per occurrence.                                                                                        |
| Contract: Subparagraph 7.2, Contractor's Contract Manager          | Notify the Treasurer and Tax Collector (TTC) of changes, with resume, within five working days.                                 | None                      | Complaints, inspection and observation.                | \$50 per day that notification is late.                                                                     |
| Contract: Paragraph 7.0, Administration of Contract – Contractor   | Replacement of unacceptable Contract personnel within one business day.                                                         | None                      | On-site inspection and observation, user complaint(s). | \$100 per employee per occurrence of non-replacement/removal.                                               |
| Contract: Subparagraph 7.6, Background and Security Investigations | Employee Background Checks.                                                                                                     | None                      | Complaints, spot checks of assigned personnel.         | \$1,000 per incident of non-compliance.                                                                     |
| Contract: Subparagraph 7.7, Confidentiality                        | Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC within three working days.                | None                      | Review of reports; complaints.                         | \$100 per day per employee when form is not signed.<br><br>\$1,000 per unauthorized release of information. |

### PERFORMANCE REQUIREMENTS SUMMARY CHART

| SPECIFIC PERFORMANCE REFERENCE                                                                                           | SERVICE                                                                                                                                  | MAXIMUM ALLOWED DEVIATION | MONITORING METHOD                                     | DEDUCTIONS/FEEES TO BE ASSESSED                                       |
|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------|-----------------------------------------------------------------------|
| Contract: Subparagraph <b>9.1</b> , Compliance with the County's Living Wage Program                                     | Contractor shall submit to the County certified monitoring reports by the 15 <sup>th</sup> of each month following the reporting period. | None                      | Receipt of reports. Date stamp reports when received. | \$100 per calendar day until receipt of complete and accurate reports |
| Contract: Subparagraph <b>9.1</b> , Compliance with the County's Living Wage Program                                     | Distribute County provided notices to employees.                                                                                         | None                      | Observation and employee report.                      | \$100 per employee.                                                   |
| Contract: Subparagraph <b>9.1</b> , Compliance with the County's Living Wage Program                                     | Any change in staff, Contractor is to provide County with a revised staffing plan immediately.                                           | None                      | Observation and monthly monitoring report.            | \$100 per occurrence.                                                 |
| Contract: Subparagraph <b>8.24</b> , General Provisions for All Insurance Coverage; and <b>8.25</b> , Insurance Coverage | Maintain required <b>insurance</b> policies.                                                                                             | None                      | Receipt and review of insurance information.          | \$100 per day; Contract termination at the TTC's option.              |
| Contract: Subparagraph <b>8.38</b> , Record Retention and Inspection/Audit Settlement                                    | Contractor to maintain all required documents as specified in Subparagraph <b>8.38</b> .                                                 | None                      | Inspection of files.                                  | \$50 per occurrence.                                                  |

### PERFORMANCE REQUIREMENTS SUMMARY CHART

| SPECIFIC PERFORMANCE REFERENCE                                                        | SERVICE                                                                                 | MAXIMUM ALLOWED DEVIATION | MONITORING METHOD                                                                     | DEDUCTIONS/FEES TO BE ASSESSED                                                                          |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Contract: Subparagraph <b>8.38</b> , Record Retention and Inspection/Audit Settlement | Provide required financial statements according to schedule.                            | One business day late.    | Review of reports.                                                                    | \$50 per each day that report is late. Incomplete/inaccurate reports submitted will be considered late. |
| Contract: Subparagraph <b>8.40</b> , Subcontracting                                   | Contractor shall obtain the County's written approval prior to subcontracting any work. | None                      | Inspection and Observation.                                                           | Possible termination for default of Contract.                                                           |
| Statement of Work (SOW): Paragraph <b>5.0</b> , Required Reports and Invoices         | Provide the TTC with required reports according to schedule.                            | One business day late.    | Receipt of reports, report log-in.                                                    | \$50 per day late per report.<br>\$50 per incomplete/inaccurate report.                                 |
| SOW: Paragraph <b>8.0</b> , Complaints                                                | Complaints are received, logged, investigated, and reports submitted as required.       | None                      | On-site audits; analyze management reports (e.g., report log-ins); review complaints. | \$50 points per substantiated complaint incident.<br>\$50 per report per day late.                      |
| SOW: Paragraph <b>9.0</b> , Quality Control                                           | A written Quality Control Plan must be maintained and provided as required.             | One business day late.    | Receipt and review of plan.                                                           | \$50 per each day late.<br>\$100 if plan is incomplete.                                                 |
| SOW: Subparagraph <b>10.1</b> , Meetings                                              | Contractor's representative to attend scheduled meetings.                               | None                      | Attendance                                                                            | \$50 per occurrence.                                                                                    |



### PERFORMANCE REQUIREMENTS SUMMARY CHART

| SPECIFIC PERFORMANCE REFERENCE                                                                                                                                         | SERVICE                                                                                                  | MAXIMUM ALLOWED DEVIATION | MONITORING METHOD                                     | DEDUCTIONS/FEEES TO BE ASSESSED                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Subparagraph <b>13.7</b> , Identification Badges                                                                                                                  | Contract personnel must display badge prominently on upper part of their body.                           | None                      | On-site inspection and observation.                   | \$50 per day per employee.                                                                                                                                                                     |
| SOW: Subparagraph <b>6.1</b> , General Inspections; <b>6.2</b> , General Inspections Plus; <b>6.3</b> , High Profile Inspections; and <b>6.4</b> , Photos and Diagrams | Provide the TTC with completed Field Inspection Reports and Photo and Diagram Field Reports on schedule. | One business day late.    | Receipt of Reports, report log-in.                    | \$50 per day late per report.<br>\$100 per incomplete/inaccurate report.                                                                                                                       |
| SOW: Subparagraph <b>6.4</b> , Photos and Diagrams                                                                                                                     | Provide clear photos and accurate diagrams that show required areas and are submitted on schedule.       | One business day late.    | Log in of report, physical review of photos/diagrams. | \$50 per incident of unclear/inaccurate photos and diagrams. Contractor to provide new clear/accurate photos and diagrams with five business days or be assessed \$100 per day until received. |

**CONTRACTOR'S EEO CERTIFICATION**

Núñez & Associates, Inc.  
Contractor Name  
3711 N. Harbor Blvd., Suite B, Fullerton, CA 92835  
Address  
33-0784146  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the 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 SPECIFIC CERTIFICATIONS**

- |                                                                                                                                                                                      |                                         |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.                                                                             | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.                                                                                   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.                                                              | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Elena G. Núñez, President  
Authorized Official's Printed Name and Title  
  
Authorized Official's Signature  
4/15/16  
Date

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Bruce Robert

Title: Operations Chief, Revenue and Enforcement

Address: 225 North Hill Street, Room 122  
Los Angeles, CA 90012

Telephone: (213) 893-7968

Facsimile: (213) 633-5014

E-Mail Address: brobert@ttc.lacounty.gov

**COUNTY CONTRACT MANAGER:**

Name: Hamlet Panosian

Title: Assistant Operations Chief, Revenue and Enforcement

Address: 225 North Hill Street, Room 109  
Los Angeles, CA 90012

Telephone: (213) 974-0782

Facsimile: (213) 633-5014

E-Mail Address: hpanosian@ttc.lacounty.gov

**COUNTY CONTRACT MONITOR:**

Name: Eric Barnes

Title: Supervising Tax and License Field Inspector

Address: 225 North Hill Street, Room 109  
Los Angeles, CA 90012

Telephone: (213) 974-2151

Facsimile: (213) 633-5014

E-Mail Address: ebarnes@ttc.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Nuñez & Associates, Inc.**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S CONTRACT ADMINISTRATOR:**

Name: Elena G. Nuñez  
Title: President  
Address: 3711 N. Harbor Blvd. #B  
Fullerton, Ca 92835  
Telephone: (714) 525-8500  
Facsimile: (714) 447-8500  
E-Mail Address: enunez@nunez1.com

**CONTRACTOR'S CONTRACT MANAGER:**

Name: Elena G. Nunez  
Title: President  
Address: 3711 N. Harbor Blvd. #B  
Fullerton, Ca 92835  
Telephone: (714) 525-8500  
Facsimile: (714) 447-8500  
E-Mail Address: enunez@nunez1.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Elena G. Nunez  
Title: President  
Address: 3711 N. Harbor Blvd. #B  
Fullerton, Ca 92835  
Telephone: (714) 525-8500  
Facsimile: (714) 447-8500  
E-Mail Address: enunez@nunez1.com

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S AUTHORIZED OFFICIAL(S) (Continued)**

Name: Ryan Nunez  
Title: Co-Contract Manager  
Address: 3711 N. Harbor Blvd. #B, Fullerton, Ca 92835  
Telephone: (714) 525-8500  
Facsimile: (714) 447-8500  
E-Mail Address: enunez@nunez1.com

**Notices to Contractor shall be sent to the following:**

Name: Elena Nunez  
Title: President  
Address: 3711 N. Harbor Blvd. #B  
Fullerton, Ca 92835  
Telephone: (714) 525-8500  
Facsimile: (714) 447-8500  
E-Mail Address: enunez@nunez1.com

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**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 and Confidentiality 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.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**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 \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**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 \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**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 and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by 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 that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I 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 materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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 but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE**

- 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
- 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: 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 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 administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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)

**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://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.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## 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?

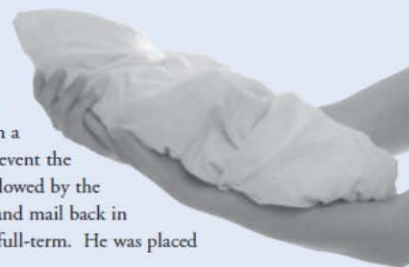
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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.



# *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](http://www.babysafela.org)





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

www.babysafela.org

# 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.



Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment

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- or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 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. No. 2009-0026 § 1 (part), 2009.)



## LIVING WAGE ORDINANCE

### Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

#### Sections:

#### 2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007; 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- or part-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

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## LIVING WAGE ORDINANCE

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.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015; Ord. 2007-0011 § 2, 2007; Ord. 99-0048 § 1 (part), 1999.)

### **2.201.030 - Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. 1999 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.)

### **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 rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
- 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
  - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;

16) --- Editor's note—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.



## LIVING WAGE ORDINANCE

3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
  4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
  5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

### **2.201.050 - Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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.
- 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 provide other information deemed relevant to the

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## LIVING WAGE ORDINANCE

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 Internal Services Department. The Internal Services Department 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. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

### **2.201.060 - Employer retaliation prohibited.**

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

(Ord. 99-0048 § 1 (part), 1999.)

### **2.201.070 - Employee retention rights.**

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

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.



## LIVING WAGE ORDINANCE

- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

### **2.201.080 - Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the board of supervisors the termination of the contract; and/or
  - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007; 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.

(Ord. 2015-0061 § 4, 2015; 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.)

## LIVING WAGE RATE ANNUAL ADJUSTMENTS

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

| Effective Date  | Hourly Rate |
|-----------------|-------------|
| March 1, 2016   | \$13.25     |
| January 1, 2017 | \$14.25     |
| January 1, 2018 | \$15.00     |
| January 1, 2019 | \$15.79     |

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

- That I pay or supervise the payment of the persons employed by \_\_\_\_\_  
Company or Subcontractor  
on the \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_  
Service, Building or Work Site  
\_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_  
Calendar Day of Month Month and Year Calendar Day of Month  
\_\_\_\_\_ all persons employed on said work site have been paid the full weekly wages  
Month and Year  
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of  
\_\_\_\_\_ from the full weekly wages earned by any  
Company Name  
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 amended (48 Stat. 948, 63  
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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.

**I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.**

Print Name and Title

Owner or Company Representative Signature:

Date:

**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 CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.**