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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 November 20, 2018

CELIA ZAVALA
EXECUTIVE OFFICER

**REQUEST FOR APPROVAL TO AWARD AND EXECUTE THREE CONTRACTS FOR
PARKING FACILITIES MANAGEMENT SERVICES
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval to award three contracts to PCAM, LLC dba Parking Company of America (PCA) to provide parking facilities management services at 26 County owned parking facilities throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that parking facility management services can be performed more economically by an independent contractor than by County employees.
2. Approve and instruct the Chair to sign the attached contracts (Attachments 1, 2 and 3) with PCAM, LLC dba Parking Company of America (PCA), to provide parking facility management services for Regions 1, 2 and 3 effective December 1, 2018, for a period of three years, with two one-year extension options, and six month-to-month extensions at an estimated first year cost of \$6.8 million.
3. Authorize the Director of Internal Services Department (ISD), or designee, to exercise the renewal options and month-to-month extensions in accordance with the attached contracts; add and delete facilities; execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity; and, upon review by County Counsel, approve necessary changes to scope of services.

4. Authorize the Director of ISD, or designee, to increase the contract amount up to an additional 10 percent to allow for any possible cost of living adjustments (COLA) during the option years in accordance with County policy and terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, the parking management services for 26 parking facilities are provided under two contracts which will expire December 31, 2018. The recommended actions will ensure that parking facilities are operated and maintained throughout the County of Los Angeles, without interruption.

The management of parking facilities has now been divided into three geographic regions (as shown below) to provide additional opportunities for local small businesses to participate in the solicitation process and to increase competition.

- Region 1 – Civic Center parking facilities includes the Kenneth Hahn Hall of Administration, Music Center, Disney Concert Hall, and Hall of Records. Total of six parking facilities.
- Region 2 – Downtown Los Angeles parking facilities includes Hall of Justice and Men's Central Jail. Total of 11 parking facilities.
- Region 3 – Outlying area parking facilities includes East Los Angeles Civic Center, Century Regional Detention Center and ISD Administration. Total of nine parking facilities.

A complete listing of the parking facilities is attached (Attachment 4).

PCA is recommended for the three contracts (Regions 1, 2 and 3).

Implementation of Strategic Plan Goals

The recommended contracts support the County's Strategic Plan, Strategy III.3 (Operational Effectiveness, Fiscal Responsibility, and Accountability), by providing timely delivery of customer oriented and efficient public services and by generating revenue which benefits the County General Fund.

FISCAL IMPACT/FINANCING

At 23 of the 26 parking facilities (non-revenue generating lots) included in the contracts, as shown in Attachment 4, the County will pay PCA a fixed management fee, totaling \$5.1 million per year.

At the remaining three parking facilities (revenue share lots), the County will provide a percentage of the monthly adjusted gross revenue generated at those facilities to PCA. This revenue-sharing percentage is 32% for Year one and will increase to 35% for Years two and three. This revenue-sharing is expected to total \$1.7 million in Year one, for a total Year one estimated contract cost of \$6.8 million.

The estimated annual revenue for all revenue-generating parking facilities for all three Regions is \$10.6 million (based on revenue for Fiscal Year 2016-2017). The costs of the three parking contracts

are estimated to be \$6.8 million which will result in estimated net revenue of \$3.9 million for the County in the first contract year.

Appropriation for the management fee payments for the recommended contracts is included in ISD's Fiscal Year 2018-19 Adopted Budget. Additional funding will be requested for future years as necessary.

ISD conducted a Prop A cost analysis to ensure the contracts' cost effectiveness; summaries of which are attached (Attachment 5). Based on the Prop A cost analysis, the proposed contract rates will provide cost savings of 50% or \$6.7 million to the County during the first year. Pursuant to the Fiscal Manual, the Auditor-Controller has approved the cost analysis that demonstrate that these contracts are cost effective.

The proposed management fees and revenue share percentages for each contract are fixed for the initial term of the contracts. The contracts allow for a COLA increase for the proposed management fees during the fourth and fifth years of the contracts, if the option years are exercised. The COLA language in the contracts complies with your Board's directive that COLAs for Living Wage contracts be limited to only the non-labor costs associated with the contract, unless the Contractor can demonstrate an increase in labor cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended contracts have been approved as to form by County Counsel. The contracts contain the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program.

These contracts are subject to the Living Wage Program (Los Angeles County Code, Chapter 2.201). PCA has signed a Memorandum of Understanding with Teamsters Local Union No. 911 and will execute the Collective Bargaining Agreement (CBA) subsequent to your Board's approval of the contracts.

CONTRACTING PROCESS

On May 30, 2018, ISD released a Request for Proposals (RFP) for Parking Facilities Management Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 6). Notice of the RFP was sent by electronic mail to 90 vendors registered with the County (Attachment 7). In addition, the contracting opportunity was advertised in the following publications: Los Angeles Times, Press Telegram, and La Opinión (Spanish language newspaper).

To increase opportunities for Preference Program Enterprises, ISD regularly participates in outreach efforts such as vendor fairs with the Department of Consumer and Business Affairs, and other County departments.

On June 11, 2018, 11 vendors attended the mandatory proposer's conference and site visits. On June 25, 2018, two proposals were received for each region. Proposals were reviewed for responsiveness and compliance with the minimum requirements stated in the RFP. Both proposers met the minimum requirements and were evaluated by an evaluation committee in accordance with the evaluation process identified in the RFP.

On August 10, 2018, during the negotiation phase, the highest-ranked vendor for all three regions, withdrew their proposal from further consideration. As a result, PCA, the second-highest rated vendor, is hereby recommended. Throughout the solicitation process there were no protests received.

A summary of Community Business Enterprise Program information for the recommended vendor is attached (Attachment 8). On final analysis, selections were made without regards to gender, race, creed, color or national origin.

A Proposition A cost analysis has been conducted, and the contract meets Proposition A cost effectiveness criteria.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these contracts will allow the County to continue to provide parking facilities management services for countywide owned parking facilities throughout the County of Los Angeles without interruption in service and will ensure a continued revenue stream for the County.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return one stamped copy of the approved Board Letter to ISD as well as two original signed contracts.

The Honorable Board of Supervisors

11/20/2018

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Respectfully submitted,

A handwritten signature in blue ink that reads "Scott Minnix". The signature is written in a cursive, flowing style.

SCOTT MINNIX

Director

SM:JS:CC:LC:ym

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
Chief Operating Officer
County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PCAM, LLC dba PARKING COMPANY OF AMERICA

FOR

PARKING FACILITIES MANAGEMENT SERVICES – REGION 1

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- L Payroll Statement of Compliance

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PCAM, LLC dba PARKING COMPANY OF AMERICA
FOR
PARKING FACILITIES MANAGEMENT SERVICES**

This Contract ("Contract") made and entered into this 20th day of November, 2018 by and between the County of Los Angeles, hereinafter referred to as County and PCAM, LLC dba Parking Company of America (PCA), hereinafter referred to as "Contractor". PCA is located at 3165 Garfield Avenue, Los Angeles, California 90063.

RECITALS

WHEREAS, the County may contract with private businesses for Parking Facilities Management Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Parking Facilities Management Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Parking Facilities Management Services; and

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

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

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, and L 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 B - Pricing Schedule
- 1.3 Exhibit C - Parking Facility Specification Sheets
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 Exhibit J - Living Wage Ordinance
- 1.11 Exhibit K - Living Wage Rate Annual Adjustments
- 1.12 Exhibit L - Payroll Statement of Compliance

This Contract constitutes 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 Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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.

2.1.1.1 **Adjusted Gross Revenue:** Total revenue received from all parking transactions including but not limited to parking fees collected for daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets, less City of Los Angeles taxes and value of fee waivers or reduced fee value. In the event the Board of Supervisors approves Parking Fee Waivers or Reduced Fees, the adjusted gross revenue shall include the value of approved full and partial Parking Fee Waivers, Guest Parking Fee exemptions and Veterans License Plate fee exemptions, less any applicable City of Los Angeles taxes and credit card fees.

2.1.1.2 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.3 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.4 **Contract Compliance Section:** The section of ISD responsible for ensuring compliance of the Contract.

- 2.1.1.5 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.1.1.6 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.1.7 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract. Must be available via phone and/or e-mail 24 hours a day, seven (7) days a week. Shall designate another manager during their absence.
- 2.1.1.8 **County Auditor-Controller:** Auditor-Controller Department, Los Angeles County.
- 2.1.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract.
- 2.1.1.10 **County Project Director:** Person authorized by the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.1.11 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.1.12 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.13 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.1.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.15 **Internal Services Department (ISD):** The County Department responsible for administration of the Contract.

- 2.1.1.16 **ISD Parking Services Section:** Section within ISD responsible for daily operation of the Contract.
- 2.1.1.17 **Management Fee Parking Facilities:** Facilities where the Contractor is paid a fixed monthly rate for operations and maintenance of a Parking Facility.
- 2.1.1.18 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.1.19 **Regions:** Grouping of facilities within areas of Los Angeles County.
- 2.1.1.20 **Revenue Share Percentage:** Percentage of Adjusted Gross Revenue paid to the Contractor by County for management and operation of specific Parking Facilities.
- 2.1.1.21 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.22 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.23 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

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 in herein.
- 3.2 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 (3) years commencing upon execution by County's Board of Supervisors, 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 (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director of ISD.

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 County's Project Manager when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 Contractor shall be paid in accordance with Exhibit B (Pricing Schedule) Parking Facilities Management Services, of this Contract.

5.2 Written Approval for Reimbursement

- 5.2.1 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, or 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.

5.3 No Payment for Services Provided Following Expiration-Termination of Contract

5.3.1 The Contractor shall have no claim against 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 County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

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

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule), itemizing monthly management fee amounts and monthly revenue share percentage.

5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

Contractor shall submit charges for Additional Staff requested by the County in accordance with Exhibit B (Pricing Schedule), for each additional staff level, i.e.,

attendant, cashier, supervisor. This charge shall include wages, overhead, management cost, benefits, and profit.

- 5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service (Contractor will be paid in arrears).

No invoice will be approved for payment unless Exhibit L (Payroll Statement of Compliance) is included with voice.

- 5.4.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063

Attention: Contract Unit Supervisor, Finance, Room 222

5.4.6 **County Approval of Invoices**

Complete and accurate invoices submitted by the Contractor for payment must have the written approval of the County's Project 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.

5.5 **Cost of Living Adjustments (COLA's)**

- 5.5.1 If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased for Management Fee Lots annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. There will be no adjustment based on Revenue Sharing. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA

pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

- 6.2.1 The role of the County's Project Director may include:

- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

- 6.3.1 The role of the County's Project Manager is authorized to include:

- 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

- 6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project 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 Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis. Contractor's Project Manager must be available via phone and/or e-mail 24 hours a day, seven (7) days a week and shall designate another manager during their absence.

7.3 Approval of Contractor's Staff

- 7.3.1 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 Project Manager.
- 7.3.2 Contractor shall immediately remove any Contractor's staff assigned to a County Facility upon County's request.

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor shall notify the County in writing within one (1) business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing a Contract Discrepancy Report with damages assessed as described in the Performance Requirement Summary contained in Exhibit A (Statement of Work).

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract (i.e. parking lot attendants, front office attendant, human resources employee, etc.), who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal

conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

Note: background investigations conducted by other County departments are non-transferable and will not be considered for this Contract.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation; all information will be kept confidential by the County and will not be provided to the Contractor or Contractor's staff.

Note: A background check will be conducted on all of the Contractor's employees, regardless of when the last background check was conducted.

7.5.2 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 County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and

against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work hereunder including but not limited to, adding/deleting staff, adding/deleting Parking Facilities, installation of automated equipment, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or

change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.3 The Director of ISD or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B (Pricing Schedule), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

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 County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee 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 effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling

interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 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 County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

- 8.3.1 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

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (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

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

8.5.2 Complaint Procedures

8.5.2.1 Within seven (7) business days after the Contract effective date, the Contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

8.5.2.4 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.

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.

8.5.2.6 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.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day 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 County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 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 Los Angeles 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 fifty thousand dollars (\$50,000) or more in any twelve (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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (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, 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

8.10.1 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 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 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 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.

- 8.12.4.2 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 of Supervisors.
- 8.12.4.3 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 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 (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 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 Exhibit I, 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.

Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to 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 contracts 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(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board 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 Grounds

- 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 or 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 thirty (30) days after the occurrence.
- 8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by 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 prepared pursuant to Paragraph 8.1 (Amendments) and received

via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments 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

8.19.1 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 contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both 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 contractor to meet the required performance schedule. As used in this subparagraph, 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, Jurisdiction, and Venue

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

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 Paragraph 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 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.

Contractor's duty to indemnify the County shall survive the expiration or earlier termination of this agreement.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days (or otherwise agreed to by the County Project Manager) 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 upon request.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 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.

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

County of Los Angeles
Internal Services Department, Contracting
Division
1100 North Eastern Avenue
Los Angeles, CA 90063

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim

or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that 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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (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.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. 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 contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any

subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 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 (3) years following Contract expiration, termination or cancellation.

8.24.12 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.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Garage Insurance** (written on ISO form CA 00 05 or its equivalent), naming County and its Agents as an additional insured, with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$1 million

Per Accident: \$2 million

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractor's "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": \$1,000,000 each accident

C. Garage keepers Liability:

Coverage shall apply on the Direct Primary basis, and include Comprehensive and Collision coverages, with limits no less than \$40,000 per vehicle.

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 one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Crime Coverage

A Fidelity Bond or Crime Insurance Policy with limits of on less than \$2,000,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.5 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, 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 Department Head, 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 specified in the Attachment 2 (Performance Requirements Summary (PRS) of Exhibit A (Statement of Work Exhibits) 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 (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 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 Paragraph 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

- 8.27.1 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 Nondiscrimination 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 it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) 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 five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

8.30.1 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 (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of ISD, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 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 Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely

Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

- 8.34.1 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 (10) days prior written notice thereof to the other party. The Director of ISD, 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

- 8.35.1 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 Paragraph 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 (RFP) 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 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order 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:
- 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 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 (5) 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 Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (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) 8.38.3 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 (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's

dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 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 (5) 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 Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or

transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

County of Los Angeles
Internal Services Division
Contracting Division, Contracts Section
1100 North Eastern Avenue
Los Angeles, CA 90063

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to 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 (10) 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:

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

8.42.2.2 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 Paragraph 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 County's Project Director:

8.43.1.1 Contractor has materially breached this Contract;
or

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 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 Paragraph 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 Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) 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 Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, 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:
 - 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal

Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 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 Paragraph 8.45 (Termination for Insolvency) 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 County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in 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

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

8.48 Validity

8.48.1 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 Waiver

- 8.49.1 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 paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 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.
- 8.50.2 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.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

Unless contractor qualifies for an exemption or exclusion, 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 Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 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 (10) 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.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Integrated Pest Management Program Compliance

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Exhibit 22 (Integrated Pest Management Program Compliance Certification) in Appendix D (Required Forms), that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Paragraph 8.55 (Integrated Pest Management Program Compliance) and at: www.lacountyipm.org.

8.55.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name

- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

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 Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 **Payment of Living Wage Rates**

- 9.1.2.1 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 K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract:
- 9.1.2.2 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 forty (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 thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 9.1.2.3 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.

- 9.1.2.4 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.
- 9.1.2.5 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 in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the contractor shall promptly provide such information. The contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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 contractor's 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 one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the contractor.
 - 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 fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the contractor.
 - 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 Los Angeles 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 subparagraph 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 Employee Retention Rights

1. The contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a contractor.
 3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the contractor's other employees.

9.1.12 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient

information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors 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 of Supervisors thereof, the day and year first above written.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 NOV 20 2018

CONTRACTOR: PCAM, LLC DBA
PARKING COMPANY OF AMERICA (PCA)

By _____
Name

Executive Vice President
Title

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER



COUNTY OF LOS ANGELES

Shirley Kuehl

Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By Danah Ruiz
Deputy

By Danah Ruiz
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [Signature]
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

PARKING FACILITIES MANAGEMENT SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor shall provide Parking Facilities Management Services to County managed Parking Facilities listed in Exhibit B, Pricing Schedule of the Contract. The services shall include all staff, supervision, supplies, reports and accounting records to operate and maintain Parking Facilities as set forth in Exhibit C (Parking Facilities Specification Sheets), of this Contract.

2.0 DAYS/HOURS OF OPERATION

The Contractor shall provide all services required by the County in accordance with the days and hours of operation identified in each of the Parking Facilities Specification Sheets, Exhibit C of this Contract.

2.1 Holiday Work Schedule

The Contractor may be required to provide staff on County recognized holidays or to provide services or maintenance services for Parking Facilities as specified in Exhibit C (Parking Facilities Specification Sheets), of this Contract.

2.2 Special Events

The Contractor shall provide services for Special Events and programs (as determined by the County) on any day of the week, within 24 hours after County has given contractor notice of such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs. The Contractor shall obtain the County Project Manager's approval of applicable Special Event rate and ticket distribution no less than one business day prior to the Special Event.

In the event that additional staffing is required and rescheduling of employee shifts is not possible (e.g. Performances held at AP 16), the County will pay for additional staffing required for said event, except for facilities which are identified as Revenue Share on Exhibit C (subject to review and approval by the County). Coverage requirements will be determined by the County, event manager and/or the Contractor.

2.3 Annual List of Events

Number of events per year, per location, which may vary on an annual basis. There are no guarantees as to the minimum number of events held per year at each location. Schedule of events will be provided to the Contractor when available.

3.0 DEFINITIONS

3.1 American Disabilities Act (ADA) Accessible Parking

Parking spaces that meet requirements under the ADA and are identified in blue and with ADA symbol marking.

3.2 Automated Facilities

Facilities that use the County's automated parking revenue collection and management system, referred to as PARCS, which consists of automated cashiering stations that are used for payment of parking tickets, referred to as POF machines.

3.3 Cashier

Person responsible for collecting parking revenue and issuing parking tickets.

3.4 CEO

Chief Executive Office - County of Los Angeles.

3.5 Change Fund

Amount of cash each Revenue Parking Facility receives at the beginning of each day.

3.6 Contract Compliance Section

The section of ISD responsible for ensuring compliance of contract.

3.7 Contract Discrepancy Report (CDR)

A document written by the County Project Manager to identify key performance indicators of the contract that the Contractor has not met during the contract term.

3.8 County Recognized Holidays

The County Recognized Holidays are:

- New Year's Day (January 1),
- Martin Luther King's Birthday (Third Monday in January),
- Presidents Day (Third Monday in February),
- Cesar Chavez Day (Last Monday of March),
- Memorial Day (Last Monday in May),
- Independence Day (July 4),
- Labor Day (First Monday in September),
- Indigenous Peoples Day (Second Monday in October),
- Veteran's Day (November 11),
- Thanksgiving holidays (Fourth Thursday and Friday in November),
- Christmas Day (December 25).

3.9 Credit Card

A card issued by a bank or business authorizing cardholder to pay for goods or services on credit.

3.10 Data Security Guidelines

(a) All applicable security standards and guidelines that may be published from time to time by any credit card association, the National Automated Clearing House Association, any credit card issuer, any credit card processor, including the Automated Clearing House operating rules, the most current EMV and Payment Card Industry (PCI)-Data Security Standard (DSS) and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of the County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) the most recent standards from time to time published by County's Chief Information Security Officer and provided by the County Project Manager to the Contractor.

3.11 Europay, MasterCard and Visa (EMV)

Europay, MasterCard and Visa (EMV) is a global standard for card equipped with computer chips and technology used to authenticate chip-card transactions.

3.12 Electric Vehicle Charging Station

An electric vehicle charging station is equipment that connects an electric vehicle (EV) to a source of electricity to recharge electric cars, neighborhood electric vehicles and plug-in hybrids.

3.13 Incident

Any occurrence in connection with this contract or a Parking Facility involving theft, bodily injury, property damage, or vandalism, and/or fire or law enforcement authorities.

Incidents may also include issues with a public patron, or the County's or the Contractor's staff.

3.14 Key Security System

System of control which includes a secured location (e.g. lock box) for vehicles keys when held by the Contractor for valet parking, stacked parking, etc.

3.15 Management Fee Parking Facility

Parking Facilities which are operated and maintained for a fixed monthly rate to be paid by County to the Contractor. Some Management Fee facilities may include revenue handling.

3.16 Non-Automated Facilities

Manual facilities that are operated without an automated system.

3.17 PARCS

Parking Access and Revenue Control System (PARCS) is County's automated parking revenue collection and management system.

3.18 PARCS Client Portal

Central point of contact for the Contractor to report PARCS related incidents.

3.19 Parking Attendant

Person who services customers by directing patrons/vehicles entering/exiting Parking Facilities, provides minor maintenance/cleaning needs and reports problems and incidents.

3.20 Parking Rates

Schedule of all parking fees approved by the County of Los Angeles' Board of Supervisors.

3.21 Parking Supervisor

Person responsible for the supervision of contracted staff including but not limited to Parking Lot Attendants, Cashiers and other staff.

3.22 Pay on Foot (POF) Station

Automated cashiering station, a part of PARCS, used for payment and validation of parking tickets at automated Parking Facilities.

3.23 PCI

Payment Card Industry.

3.24 PCI-DSS

Payment Card Industry Data Security Standard, which is updated as new security requirements are implemented.

3.25 Performance Requirements Summary

Identifies key performance indicators of the contract that will be evaluated by the County to ensure that contract performance standards are met by the Contractor and deduction/fees to be applied for non-compliance with the contract.

3.26 Pre-Pay Mode

Designated hours when patrons pay parking fees in advance and receive a parking voucher to enter Parking Facility.

3.27 Region

Geographic group of Parking Facilities defined by the County that require Parking Services.

3.28 Revenue Parking Facility

Parking Facilities which generate revenue from all parking transactions including but not limited to parking fees collected from daily parking, monthly parking permits, film company reservations, Special Events, pre-paid events and validated tickets.

3.29 Stack Parking (Traditional)

Parking cars bumper to bumper in parking structure/facility by valets.

3.30 Special Event

An event (e.g. sporting event, performance) that is held after operating hours in a nearby area for which a parking facility is used. All Special Events are subject to County approval.

3.31 Tandem Parking

Two or more vehicles parking in one-lined parking space.

3.32 Tickets

Tickets may consist of all daily, weekly, monthly passes, validations, etc.

3.33 Valet Parking Services

A parking service provided whereby a patron leaves a vehicle at the entrance and parking attendant parks and retrieves the vehicle.

4.0 **OPERATIONAL TASKS**

4.1 **All Facilities**

The Contractor shall fulfill the following operational tasks at all Parking Facilities:

- 4.1.1 Ensure Parking Facilities, gates, doorways, and/or chains are open and/or closed/locked in accordance with the hours as identified in each of the Parking Facilities Specification Sheets, Exhibit C of this Contract;
- 4.1.2 Provide Parking Attendants/Cashiers who are onsite and available during operational hours as required in the Parking Facilities Specification Sheets, Exhibit C of this Contract. Screen incoming vehicles for proper parking permits, if applicable, and ensure parking procedures and designations are adhered to for reserved, designated, carpool and ADA parking spaces. Violations shall be reported to ISD Parking Services within one (1) hour of violation (by telephone and/or email);
- 4.1.3 Direct vehicles to ensure a smooth flow of incoming and exiting traffic, to prevent build-up on entrance/exit lanes (i.e. placing of cones, etc.);
- 4.1.4 Provide directions to alternate Parking Facilities when Parking Facility is full or to accommodate oversized vehicles;
- 4.1.5 Ensure all reserved parking spaces and EV charging stations are used appropriately and all parking is contained within designated parking spaces;
- 4.1.6 Direct vehicles with appropriate ADA placards or license plates to available ADA parking spaces when requested or required;
- 4.1.7 Ensure all vehicles comply with the posted speed limit;
- 4.1.8 Issue warnings to patrons for parking regulation violations Attachment 3 (Warning – Parking Violation), of this SOW;
- 4.1.9 Provide daily vacancy counts for all Parking Facilities to Contract Program Monitor for each facility;
- 4.1.10 Maintain a daily log at each Parking Facility of all “free entries”;
- 4.1.11 Park or move vehicles, when determined to be necessary by ISD Parking Services, to accommodate incoming vehicles and assist patrons exiting (e.g. tandem or aisle parked vehicles);
- 4.1.12 Contact ISD Parking Services by telephone and email for prior approval to tow or move vehicles where no key has been provided;

4.1.13 Post instructions for retrieval of vehicles exiting after hours of operation.

4.2 Operational Tasks for Revenue Parking Facilities

In addition to the operational tasks identified in Subparagraph 4.1, the Contractor shall collect parking fees in accordance with the Parking Rates and issue pre-numbered, sequential, three-part parking tickets, if distributed manually or a one-part ticket from an automated ticketing dispenser (e.g. PARCS).

4.3 Operational Tasks for Music Center and Disney Concert Hall

In addition to the operational tasks identified in Subparagraphs 4.1 and 4.2, the Contractor for Region 1 shall provide the following tasks at the Music Center and Disney Concert Hall:

4.3.1 Valet Parking Services

Provide valet parking services for all scheduled performances/events and on an as-needed basis in accordance with the Parking Rates. The Contractor must provide sufficient Parking Attendants and Cashiers to meet the parking demands based on attendance at performance.

4.3.2 Key Security System

Provide and maintain a key security system to ensure auto security when the patron leaves vehicle keys with parking attendant. This system and its procedures shall be subject to review and approval by the County ten (10) days prior to contract start date.

Contractor shall provide system use procedures for key security system to the County for review and approval ten (10) days prior to the contract start date.

The Contractor shall notify the County at least ten (10) days in advance of any proposed modification to the approved security system and/or the system use procedures. Any proposed changes are subject to County review and approval.

4.4 Operational Tasks for Parking Facilities with PARCS

Contractor shall ensure that the PARCS equipment is functioning properly, including entry/exit gates, ticket supply and POF stations.

4.5 Unscheduled or Additional Work

County may require the Contractor to perform unscheduled or additional work (not listed on Specification Sheets, Exhibit C). Examples of unscheduled or additional work include, but are not limited to, extra cycles of power wash, power wash of stairwells, new signage, etc. Work shall be performed only upon County's request and shall be competitively bid by the Contractor. The Contractor must obtain three (3) written bids from three (3) different vendors for each requested project exceeding \$1,500; all vendors must be provided the same written information, including, but not limited to, specification(s) and/or statement of work at the same time by which to provide a bid. The Contractor shall incur the cost of work and submit invoice(s) to the County for reimbursement. Upon receipt of the invoice(s), the County will inspect work and, if the work is acceptable, issue acceptance. If the work is not acceptable, then

the Contractor shall make immediate corrections required to obtain the County's approval until such approval is obtained. County will pay the Contractor within 30 days of final acceptance, approval and receipt of correct and proper invoice. Any corrections made for unacceptable work shall be at the Contractor's expense.

In the event of an emergency or when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contractor shall contact County for approval prior to beginning work and send a written estimate within one (1) business day for approval. Contractor shall submit an invoice to the County's Project Manager within five (5) working days after completion of the work. All unscheduled or additional work shall commence on the written date provided to the Contractor by the County's Project Manager. The Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled or additional work itself or assign the work to another contractor.

5.0 REVENUE HANDLING AND INTERNAL CONTROLS

5.1 Parking Rates

The Contractor shall collect parking fees on a daily basis at all Revenue Generating Parking Facilities. The Contractor shall implement modifications to the Parking Rates as authorized below.

5.1.1 Guest Parking

The Board of Supervisors and Chief Executive Office periodically provide guest parking for meetings, events, etc. at County managed parking facilities, which shall be accommodated by the Contractor. If the parking facility is a revenue share facility, then the Contractor shall invoice the County.

5.1.2 Parking fees

The Contractor shall collect parking fees in accordance with the Parking Rates provided by the County Project Manager from each individual or group who occupies a parking space(s).

5.1.3 Parking Fee Waivers or Reduced Fees

The Board of Supervisors, in their sole discretion, periodically approves reduced parking fees or Parking Fee Waivers at County managed parking facilities. The Contractor shall provide, on the Fifth of every month or following business day, a log for all fee and reduced fee waivers; see Attachment 11 (Fee Waiver/Reduction Event Lot), of this SOW.

The Contractor shall not reduce or waive parking fees unless directed by ISD Parking Services subsequent to Board of Supervisors' approval.

5.1.4 Veterans Special License Plates

Vehicles with valid Veterans Special License Plates are exempt from paying the parking fees at all Parking Facilities with the exception of the Parking Facilities that are controlled by an automated system; refer to Attachment 4 (Veterans Special License Plates) of this SOW. This fee exemption shall not apply on weekends or holidays, other than Veterans Day. Parking fees Vehicles entitled to the above exemption shall be subject to any other applicable parking restrictions of the parking facility.

Reduced fees, Parking Fee Waivers or veteran exemptions, as authorized by the County, shall be documented and recorded on the Daily Activity and Revenue Report as described in Subparagraph 6.2 and the Monthly Activity and Gross Revenue Report as described in Subparagraph 6.5.

5.1.5 Weekly and Monthly Fees

The Contractor may sell weekly and monthly parking permits at any Parking Facility where space is available and parking fees corresponding rates have been established. Permits are valid from the first day of the week and/or month through the last day of the week and/or month. A proration of the parking fees is not allowed. Payments for weekly and monthly parking permits must be in accordance with Subparagraph 5.2, Method of Payment. The Contractor must collect weekly and monthly parking fees in full no later than the first day the permit will be used, and must provide a transaction receipt (to document each transaction).

Monthly proxy cards, hangtags and weekly permits must have a current start and end date when permit is purchased. County will store and issue all monthly permits and proxy cards to Contractor (1) one week before the start of the new month and will collect all unsold permits (1) one week after the new month. Contractor will be responsible for any lost or missing permits.

5.2 Method of Payment

All parking fees shall be collected in cash or credit card. Credit cards may only be accepted at County automated facilities. Weekly and monthly parking fees, film company invoices and space rentals may be paid by personal check made payable to the Contractor. The Contractor shall deposit the checks in County's designated bank account and then reimburse the County by the end of the next business day. Amount shall be recorded on the daily activity report.

In no event shall the Contractor accept partial payment or collateral, such as, but not limited to, keys, identification, or blank checks in lieu of payment for parking fees.

5.3 Cash Collection Devices

The Contractor shall ensure that all revenue collected at each Parking Facility is stored in a locked secure device (e.g. drop box, cash drawer, cash register) which must be pre-approved in writing by the County.

5.4 Collection and Deposit

The Contractor shall collect all parking fees in accordance with Subparagraph 5.2 hereof, Method of Payment. The Contractor shall describe their approach / plan on how they intend to collect, account for and deposit all parking fees collected at each Parking Facility on a daily basis. All deposits must be made by 3:00 p.m. on the following business day into the designated bank account established by the County. Subsequent to the deposit of parking fees, the Contractor shall deliver the bank deposit receipt to ISD Parking Services by 4:00 PM on the following business day at the address identified in Exhibit E, County's Administration. Approach / plan is subject to County review and approval.

5.5 Accounting and Cash Control Procedures

5.5.1 The Contractor shall establish and maintain procedures for the accounting and control of cash from the time of collection to the deposit of parking fees as indicated in this section. All such accounting and cash control procedures shall be submitted by the Contractor to the County Project Manager for approval at least fifteen (15) days before the contract start date.

5.5.2 Daily Cash Control - The Contractor shall design, implement, and maintain a system of internal controls to account for parking facility and office receipts. Tickets must be printed to the County's specifications and will be subject to County approval. The system shall, at a minimum, include the following at each parking facility:

5.5.2.1 A secure system for collecting and moving cash from parking facilities and structures to a cash-counting facility and County designated bank.

5.5.2.2 Procedures that keep collected revenue separate from the various operations or parking facilities.

5.5.2.3 Procedures that ensure separation of duties, including separating cashiers and supervisors in County parking facilities from the Contractor's office staff responsible for counting cash and reconciling cash receipts. In order to ensure the required separation of duties, cashiers and supervisors shall not pull reports or reconcile the cash.

5.5.2.4 There will be a minimum of two (2) staff present at all times during counting and reconciling activities to ensure checks and balances and to minimize collusion.

5.5.2.5 Contractor staff assigned to generate revenue reports must be separated from staff responsible for cash counting and deposit preparation duties to avoid forced balancing.

5.5.2.6 Record issued ticket numbers, batch numbers and total tickets sold at each County parking facility on a daily basis.

- 5.5.2.7 Cash out all POF's and deposit revenues daily.
- 5.5.2.8 Maintain daily log of all above entries.
- 5.5.2.9 Contractor must report all overages and shortages daily.
- 5.5.2.10 Maintain tickets in a manner consistent with industry standards and allow for independent audit verification of reports of gross receipts.
- 5.5.2.11 Cashiers shall not have more than a total of \$100 on hand when outside the booth.
- 5.5.2.12 Cashiers must wear aprons that cover the pockets of their clothing. In no event shall Cashiers put parking fees collected in the pocket of their clothing.
- 5.5.2.13 Personal cash shall be kept separate from the parking fees collected.
- 5.5.2.14 The Contractor shall provide the County with a monthly report on the purchase and disposition of all parking tickets and permits. Reports shall indicate serial numbers of tickets assigned and sold at each parking facility. The County must be granted access and will periodically audit inventory of used, unused, and retained tickets; transactions; receipts; and records.
- 5.5.2.15 County, or its Agent, may audit any and all records at any given time without notice.

All funds collected are the property of the County. Contractor is responsible for all funds collected until they are deposited into the County's bank account.

5.5.3 Pay on Foot (POF) Cash Handling

- (2) Two of the Contractor's staff members shall be responsible for emptying pay stations at each automated Parking Facility; funds shall be deposited into the Parking Facility's safe or locked drop box at the end of each shift. Both staff members shall be present to collect, record and maintain any tape or other transaction record maintained by the POF.
- The Contractor shall provide pre-loaded cassettes for POF machines; when one cassette is removed, it shall be replaced with another pre-loaded cassette. Amount of money in pre-loaded cassettes shall be based on the volume and/or needs of each facility.

5.5.4 Credit Card Handling

Credit card payment activities such as physically handling the card, inserting card into card reader(s), swiping, etc. should be performed by the customer, when possible.

When handling of customer payment cards is required (such as during valet or pre-pay modes), the Contractor must ensure that the card is visible to the customer at all times (i.e. performing card swipes, presses, etc.). This will help ensure that the Contractor's personnel cannot use external card readers or other media readers to steal identity, card and/or account information and also help mitigate potential customer claims of fraud against the County.

5.5.5 Manual Mode Operation

If the automated facilities are not operational (such as when credit card processing goes down), the Contractor shall be prepared to switch to manual mode operation by issuing pre-numbered, sequential, three-part parking tickets. The Contractor shall lift the gates, place "cash only" signs outside the parking facility and notify the County Project Manager immediately via telephone and email. Additionally, the Contractor shall notify all incoming parking patrons of cash only requirement.

5.5.6 Payment Card Industry (PCI) and EMV Data Handling

The County will supply the Contractor with PCI compliant equipment, systems and networks to perform parking operations. The County will also supply the Contractor with EMV-compliant equipment, systems and networks to perform parking operations.

- The Contractor and its staff shall use all County supplied equipment, networks and systems in accordance with the County provided instructions. The Contractor and its staff shall not use any County supplied equipment, networks and systems for any other purpose other than what is required to perform work under this contract.
- The Contractor and its staff shall monitor and safely keep all County supplied equipment, networks and systems which it has access to during the course of performance of work under this contract. The Contractor shall report any actual or potential threat (i.e. broken locks) to the safety and security of any such County supplied equipment, networks and systems to the County Project Manager immediately upon discovery thereof.
- The Contractor, its staff or any third party shall not attach or insert any equipment or other item to or into, or otherwise tamper with, any County supplied equipment, networks or systems. The Contractor shall report tampering with any County supplied equipment, networks or systems to the County Project Manager immediately upon discovery thereof.
- The Contractor, its staff or any third party shall not replace, modify or remove County supplied equipment, networks or systems. The Contractor shall report any such replacement,

modification, or removal of any County supplied equipment, networks or systems to the County Project Manager immediately upon discovery thereof.

- The Contractor shall report any abnormalities or anomalies with the functionality of any County supplied equipment, networks or systems to the County Project Manager immediately upon discovery thereof.
- The Contractor and its staff shall adhere to County supplied processes for cash and/or credit transactions and shall comply with all Data Security Guidelines that are applicable to the Contractor under this contract. Any activity by the Contractor or its staff directed toward compromising either EMV or PCI data compliance or accessing any customer credit data will be grounds for prosecution and contract termination.
- Without limiting the other confidentiality provisions of this contract, the Contractor and its staff shall maintain the confidentiality and security of, and shall not disclose, any County and customer data to which the Contractor has access during the course of its performance under this contract. The Contractor and its staff shall not use any such data for any other purpose other than as strictly required to perform work under this contract.
- Contractor shall perform audits of PARCS on an as needed basis or upon County request.

5.6 Parking Fee Reconciliation

The Contractor shall use a designated room at the Music Center (AP 14) Parking Facility to count parking fees and reconcile revenue with car counts, tickets issued and the automated PARCS report summary, when applicable.

The Contractor shall conduct at least one unscheduled cash count each quarter of the contract year at each Revenue Parking Facility. The Contractor shall provide the County with copies of reconciliation sheets resulting from the unscheduled cash counts for each Parking Facility within five (5) business days after the cash count. The Contractor shall notify the County Project Manager on the morning of all unscheduled cash counts/audits. The County reserves the right to attend any or all unscheduled cash counts/audits.

When discrepancies are found, the Contractor shall complete an internal audit to verify findings within three (3) business days of finding the discrepancy(ies). The Contractor shall recommended corrective action to be taken as a result of audit findings, which must be completed within ten (10) business days and submitted to the County Project Manager for review.

5.7 Tickets and Permits

The Contractor, at its own expense, shall purchase and utilize all parking tickets for automated and manual operations (not to exceed a four (4) month on-hand supply). Tickets shall be printed on recycled paper stock and delivered directly to

ISD Parking Services, at the address provided in Exhibit E, County's Administration, of the Contract. ISD Parking Services will then issue the tickets to the Contractor for distribution to each Parking Facility. The Contractor shall disburse individual series of tickets in sequential order to each Parking Facility. A record of the receipt and issuance of sequentially numbered parking tickets shall be provided to the County within one (1) business day from ticket distribution. Any ticket not accounted for shall be considered missing or lost and shall be accounted for accordingly in the Daily Activity and Revenue Report.

When ordering tickets or permits, the Contractor must request that seller provide the County with a duplicate of the purchase requisition. The requisition shall identify the beginning and ending serial numbers of tickets or monthly permits, quantity ordered, and color coding of each ticket series.

The County must approve the format of all tickets and permits prior to the sale of such items to patrons. The Contractor's phone number, web site address and other contact information shall be printed on the tickets and color coded as specified by the County.

5.7.1 Use of Parking Tickets

The Contractor may only sell daily tickets to the general public at any Parking Facility where a Parking Fee is established and excess spaces are available, provided that County parking is not impacted.

The Contractor shall use pre-numbered, sequential, three part parking tickets if distributed manually, and/or a one part parking ticket if generated by a PARCS ticketing dispenser. In the event the PARCS ticketing dispenser is not available, the Contractor shall use three part manual parking tickets. When manually issuing a parking ticket, the Parking Attendants/Cashiers shall place the first part of the parking ticket in the vehicle face-up on the driver side of the dashboard, and the second part on the windshield wiper after annotating the first three digits of the license plate on the back. The Parking Attendants/Cashier shall return the third part of the ticket to their supervisor at the end of their shift.

Any voided parking tickets (all parts of ticket) shall be submitted to the Parking Supervisors at the end of each shift and shall be included in the Daily Activity and Revenue Report.

5.7.2 Missing Tickets

The Contractor shall pay the County for each missing ticket. Missing and out of sequence tickets must be reported on the Daily Activity and Revenue Report. The deduction amount specified in Attachment 2, Performance Requirements Summary (PRS), of this SOW, will be deducted for each missing ticket from the Contractor's invoice or revenue to be paid to the Contractor for the respective Parking Facility.

5.7.3 Lost Tickets for PARCS

The Contractor shall report all patron lost tickets on the Daily Activity and Revenue Report. In the event patron has lost ticket, the Parking Attendant/Cashier shall collect the maximum daily Parking Fee from the patron exiting the respective Parking Facility. The Contractor shall complete a Lost Ticket Claim Form, as specified in Attachment 5 of this SOW, and submit it with the Daily Activity and Revenue Report.

5.7.4 Film Company Parking, Installation of Equipment or Requests to Rent Spaces

Film Company Parking or Installation of Equipment

All requests for filming or installing equipment on County Parking facilities must go through the CEO. The CEO will collect all applicable administrative fees and issue the approved Parking Permit.

A copy of the Contractor's lease agreement between the Contractor and the company shall be provided to the ISD Parking Services one (1) week prior to the start of the contract for review and approval. Once approved by the ISD Parking Services, the Contractor may proceed with using said agreement for all requests for filming or installing on County Parking Facilities.

A copy of the lease agreement (between the filming or other company), along with a copy of the approved Parking Permit shall be submitted to ISD Parking Services.

Film Company Parking, Installation of Equipment or Requests to Rent Spaces

The Contractor shall reserve all parking requests to rent parking space(s) (for filming, installation of equipment or other requests to rent spaces) and shall collect the applicable parking fees. The rate shall be calculated based on the number of parking spaces rented at two (2) times the daily Parking Fee for the respective Parking Facility. This amount will then be multiplied by the period of time specified on Parking Permit or lease agreement. The Contractor's employees shall record receipt of parking fees on the Daily Activity and Revenue Report. Revenue received shall be submitted to ISD Parking Services no later than the 5th business day of the following month.

The Contractor shall monitor the activities by being present at the respective Parking Facility during the period of time identified on the lease agreement. In addition, the Contractor shall assign a Supervisor to be present during the setup period to ensure crew vehicles are stationed in the proper designated area(s) as outlined in the lease agreement. The Contractor shall.

During operational hours, the Contractor shall ensure that ADA parking spaces are not blocked or used to accommodate requests for spaces; if, however, ADA spaces will need to be blocked, then the Contractor shall ensure that alternate spaces are provided for ADA patrons.

5.7.5 Validated Tickets

Parking Attendants/Cashiers shall not accept validated tickets in exchange for a new ticket to enter the Parking Facility the next day. Parking Attendants/Cashiers shall turn in all validated tickets with the Daily Cashier Report.

5.8 Control of Change Fund, Keys and Cash Drop Boxes

The Contractor shall control and record the issuance of Change Funds, keys to cash drawers and drop boxes by Parking Supervisors to the Parking Attendants/Cashier. The Contractor's Parking Attendant/Cashier shall return Change Funds, keys and logs to Parking Supervisors at the end of each shift.

5.9 Losses

A. Counterfeit Bills

The Contractor shall be responsible for all losses resulting from the deposit of counterfeit bills and/or any illegal method of payment.

In order to minimize losses from counterfeit bills and/or any other form of illegal payment, the Contractor shall develop controls to ensure the integrity of money collected. The method must be reviewed and approved in writing by the County.

B. Non-Automated Facilities

The Contractor shall be responsible for any losses incurred for non-automated facilities; Automated Facilities will be reviewed on a case-by-case basis.

At the County's discretion, the Contractor may not be held responsible for losses that may have been caused by a system glitch or error.

5.10 Refunds

The Contractor shall provide Parking Fee refunds to patrons on the same day, or as otherwise authorized by the County, due to cancelled shows, validations or law enforcement action, etc.

6.0 REPORTS AND LOGS

Contractor may propose their own forms in lieu of the Attachments (i.e. templates) provided in this SOW; however, all Contractor proposed forms must be reviewed and approved by the County prior to use. Additionally, all forms must be submitted electronically to the County in the form of Excel, Word or other County approved format.

6.1 Daily Entry Log

The Contractor's Parking Attendants/Cashiers shall record each free entry into the Parking Facilities by completing Attachment 6 (Daily Entry Log), of this SOW. The Parking Supervisor shall review and approve the log. The log shall be retained by the Contractor as a reference for the County Project Manager.

6.2 Daily Activity and Revenue Report

The Contractor shall submit electronically the Daily Activity and Revenue Report for all facilities by noon of the following business day. The report shall be

accompanied by deposit receipts and shall be prepared by the Contractor's employees (other than the Parking Attendants/Cashier and Parking Supervisors).

The report shall at a minimum identify the following:

- Activity and revenue collected daily for each Parking Facility.
- Reconciliation of daily parking fees to the total amount of cash less the cash available at the beginning of the day.
- Discrepancies in such reconciliation shall be identified. Should the County have questions regarding discrepancies, the Contractor must respond within 24 hours.
- The starting and ending parking ticket numbers.
- The parking fees collected from daily, monthly entries, film companies, Special Events and pre-paid events.
- Amount collected from PARCS (e.g. POF, Hand held).
- Cash drop times and amounts.

6.3 Daily Cashiers Report

The Contractor's Parking Attendants/Cashiers shall prepare a Daily Cashiers Report for each Parking Facility by noon of the following business day.

The report shall at a minimum identify the following:

- Starting and ending ticket for each facility and activity counter reading for each shift.
- The amount of the Change Fund received by each Parking Attendant/Cashier upon starting the shift.
- The amount of the Change Fund returned at closing and the total number of activities and tickets for the day.

The Parking Supervisor shall verify the activity counter reading and last parking ticket number at closing. The report shall be submitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. A copy of the Daily Cashier Report shall be provided to the County with the Daily Activity and Revenue Report.

6.4 Credit Card Report

Acceptable forms of credit card payments are American Express, Discover, MasterCard, and Visa. The Contractor shall deliver the PARCS generated credit card transaction report to the County for all automated facilities by noon of the following business day along with the Daily Activity and Revenue Report.

Note: The County will pay for any and all transaction fees associated with the use of credit cards.

6.5 Monthly Activity and Gross Revenue Reports

The Contractor shall provide a Monthly Activity and Revenue Report to the County Project Manager by the 10th of each month. The Report shall include the following information, itemized by Parking Facility and then totaled for all Parking

Facilities:

- 6.5.1 The amount of parking fees collected during the previous month;
- 6.5.2 The parking fees collected from daily, monthly entries, film companies, Special Events, pre-paid events;
- 6.5.3 The number and type of free or exempt entries;
- 6.5.4 The number, type and amounts paid for prepaid and monthly entries;
- 6.5.5 The fees paid by validating businesses, if any;
- 6.5.6 The parking ticket series assigned to each Parking Facility and sold during the previous month;
- 6.5.7 The beginning and ending vehicle counts by the automated vehicle counters for the month;
- 6.5.8 Delinquent monthly parking fees by name, customer (specific department or venue), number of days delinquent (30 days, 60 days, etc.) and parking facility.

6.6 Incident Reports

The Contractor's Parking Supervisors shall submit a written report to the County Project Manager of any incident that occurs in a Parking Facility within 24 hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage, the Contractor shall immediately inform the County Project Manager by telephone and email upon the Contractor's notification of incident in addition to submitting a written incident report. The report shall identify the date and time of the incident, the nature of the incident and the individuals and police agency involved, if any and location. The Contractor's staff observing the incident shall prepare the report and the employee's Parking Supervisor shall ensure reports are accurate and complete. The Contractor shall submit the completed Incident Report, Attachment 10 of this SOW, to the County Project Manager by the close of business the same day the incident occurred.

6.6.1 Vehicle Damage Report

The Contractor shall inspect all vehicles in Parking Facilities in the morning and the afternoon each day to record and report any vehicle showing physical damage. The Contractor shall complete the Vehicle Damage Report, Attachment 7 of this SOW, and submit the report to ISD Parking Services before the end of the next business day along with revenue report.

6.7 Daily Vehicle Inventory/Vacancy Counts

The Contractor shall inventory any vehicles remaining in the Parking Facilities at the beginning and end of the operational hours each day and complete the Daily Vehicle Inventory – Beginning and End of Daily Operations Report, Attachment 8 of this SOW, and submit the report to ISD Parking Services before the end of the next business day.

The Contractor shall complete the Vacancy Count, Attachment 12 of this SOW, at the times designated for each facility on a daily basis (vacancy count for parking facilities will be at 10:00 am and 1:00 pm, unless otherwise noted);

Report shall be submitted to ISD Parking Services by the 5th of the following month.

6.8 Complaint Log/Hot Line

County will establish and maintain a Complaint Hot Line (213-974-8102) telephone number for receiving complaints regarding the Parking Facilities, the Contractor's staff or any other complaints. The Complaint Hot Line telephone number shall be identified on signs located at each Parking Facility subsequent to approval by County Project Manager. The County will maintain a log containing the date of the complaint, nature of the complaint, and corrective action taken. The Contractor shall provide all necessary information to County Project Manager to address and resolve all complaints received.

6.9 Utilization Reports

The Contractor shall maintain and provide as needed utilization information data based on patrons, employees, jurors or other utilization of the Parking Facilities.

7.0 PARKING FACILITY MAINTENANCE

The Contractor must maintain and clean all Parking Facilities. The following are general descriptions of the maintenance tasks for all Parking Facilities. Frequencies for maintenance tasks are identified in the Parking Facility Specification Sheets, Exhibit C of this Contract. The Contractor shall perform the following tasks:

7.1 Required Maintenance

7.1.1 Parking Facility Sweeping/Cleaning

1. The Contractor shall clean and keep asphalt/concrete floor surfaces, ramps, drive lanes, driveways, crosswalks and parking spaces, including adjacent drive areas within the parking facility free of trash and debris, cobwebs, weeds, oil, grease and other stains/spills. The Contractor shall meet the sweeping/cleaning requirements by using, at a minimum, the following equipment:
 - a. A vacuum sweeper/truck that suctions trash particles and debris when cleaning asphalt-surface facilities.
 - b. A power broom sweeper/truck that utilizes rotating brushes to sweep away dirt and debris build-up when cleaning concrete-surface facilities.
2. The Contractor shall remove oil, grease, and other stains and automotive drips/leaks from Parking Facility surfaces, by using dry clean-up methods (absorbents) within two (2) hours of notification or discovery. Absorbents must be disposed of properly.

7.1.2 Parking Facility Power Washing

The Contractor shall high-pressure wash Parking Facilities, including parking spaces, driveways, ramps, and walkways, and maintain them free from sand and dirt accumulation. The Contractor shall adhere to appropriate regulatory agency standards and all applicable laws and regulations for water run-off/reclamation when power-washing facilities.

The Contractor shall meet the high-pressure washing requirements by using, at a minimum, the following equipment:

1. A high power, high-pressure washer with water pressure rated at 250 degrees and 4000 PSI to remove grease and oil stains, gum, loose paint, dust, dirt, and to clean walkway steps and borders.

7.1.3 Solid Waste Collection and Removal of Debris and Litter

The Contractor is responsible for the municipal cost associated with the removal and disposal of all trash or debris from Parking Facility according to all applicable laws and regulations.

1. The Contractor shall collect and remove all solid waste from Parking Facility in accordance with applicable laws and regulations. Contractor shall also submit any reports as required by State law.
2. The Contractor shall wash or steam clean waste cans and line cans with heavy duty bags of no less than three millimeters thickness.

7.1.4 Graffiti Removal

Graffiti removal shall include the following:

1. Parking Facility – all interior and exterior surfaces
2. Hallways, walkways and stairways – all surfaces
3. Signs – all surfaces
4. Elevator floors, walls, doors and tracks.
5. Rubbish containers

All graffiti and vandalism eradication requests for repainting shall be submitted to the County's Project Manager. County reserves the right to paint surfaces, if appropriate.

7.1.5 Lighting

1. All areas must be properly illuminated when lighting is needed. All fixtures must be clean, clear and free from dust and debris.
2. Replace burnt out tubes, bulbs and starters within twenty-four (24) hours of notification or discovery.
3. Notify County of burnt out ballast, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures within twenty-four (24) hours of notification or discovery.
4. Rope off areas or post signs while an employee is working overhead, to protect the public from walking into the work area.
5. Clean light fixtures and lenses using water, soaps, solvents, cleaning tanks and degreaser on an as needed basis and/or upon the County's request.

7.1.6 Intentionally Omitted

7.1.7 Cleaning of Restrooms (if available)

1. Clean restroom fixtures.
2. Clean and refill all restroom soap and paper dispenser.
3. Spot wash restroom walls, partitions and doors.
4. Remove/clean graffiti and vandalism.
5. Clean sink basins and all surrounding surfaces.
6. Clean restroom mirrors, kick plates, push plates.
7. Clean restroom floors with disinfectant detergent. Set up "wet floor" signs.
8. Clean and sanitize toilets, toilet seats, urinals and waterless urinals with germicidal solution.
9. Clean base of toilet bowls and below all urinals.
10. Clean behind toilet bowls and in corners of restroom floors.
11. Empty waste containers and replace plastic bag. Wash containers inside and outside.
12. Dust ceiling vents.
13. The Contractor shall maintain daily log of each facility (as applicable).

7.1.8 Cleaning of Stairwells, Elevators, Ramps and Escalators

1. Pick up trash and place in trash container.
2. Clean and sanitize elevators to remove unsanitary odors and conditions by cleaning floor, walls, and doors.
3. Sweep and damp mop floor surfaces. Set up "wet floor" signs.
4. Remove all standing water remaining after the hose down.

7.1.9 Furnish, Replace and Install Signs

Replace damaged, worn or missing signs. County, in its sole discretion, will determine if new and/or replacement signs are needed and notify the Contractor.

7.1.10 Furnish, Replace and Install Cones/Markers

1. Furnish and install parking cones and arrows for clarity of traffic flow.
2. Replace damaged and soiled parking cones as needed.

7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars

1. Maintain all painted surfaces including pillars and curbs, as needed.

2. Re-striping – the Contractor shall submit to County a re-striping/painting schedule, for review and approval, by January of every calendar year.
 3. Re-secure loose wheel stops and replace broken wheel stops and paint to match as needed.
- 7.1.12 Maintenance of Attendant Booth/Office
1. Clean and sanitize booth or office including interior and exterior windows.
 2. Sweep and damp mop floor surface.
 3. Empty all waste containers.
- 7.1.13 Inspection and Maintenance of Fire Extinguishers
1. Maintain the required number of fire extinguishers. Fire extinguishers shall be serviced annually before the expiration date identified by staff licensed by the California Fire Marshal.
 2. Inspect each fire extinguisher, sign and date each maintenance tag on a monthly basis. In addition, The Contractor shall maintain a monthly maintenance log on-site. Copy of completed monthly log shall be submitted to the County Project Manager by the end of each month.
- 7.1.14 Maintenance of PARCS Equipment
- Clean exterior of PARCS tickets dispenser daily.
- 7.1.15 Maintenance, Repair and Replacement of Non-Automated Gate Arms (excluding PARCS Gate Arms)
- Maintain and repair gate arms when necessary; replace broken gate arms as soon as possible upon discovery. Contractor bears all costs associated with the maintenance, repair and replacement of all non-PARCS gate arms.
- 7.1.16 Inspection of Facilities
- Perform inspections for all facilities on a daily basis. The Contractor shall complete and maintain the Daily Safety Inspection Log, Attachment 9 of this SOW, on-site.
- 7.1.17 Maintenance of EVSE Equipment
- Clean exterior of EVSE charging stations daily.

7.2 Maintenance Reporting Requirements

- 7.2.1 The Contractor shall contact the PARCS Client Portal via telephone at 844-482-7275 and open a ticket via email at service.usa@hubparking.com. The Contractor shall verbally notify the County Project Manager immediately, and in writing within 24 hours upon discovering that the PARCS equipment belonging to the County is in need of repair.

Note: The County will provide the Contractor with a list of basic solutions to troubleshoot issues prior to contacting HUB. In the event of an emergency, or after HUB's business hours, on weekends or on Holiday's, Contractor must call the number above to report issue to activate an immediate response from HUB.

For all non-PARCS County equipment, the Contractor shall notify the County Project Manager verbally within one hour and in writing within 24 hours.

- 7.2.2 The Contractor shall verbally notify the County Project Manager immediately, and in writing within 24 hours upon discovering a water leak or a faulty sprinkler system.

8.0 ACCEPTANCE AND MODIFICATION OF FACILITIES AND SERVICE AREA

8.1 Contractor's Acceptance of Facilities

The County will make every effort to ensure that all facilities are properly maintained as identified in this SOW (prior to the effective begin date of the new contract); however, Contractor acknowledges personal inspection of the Parking Facilities and accepts the Parking Facilities, equipment, etc. in their present physical condition, and understands that there may not be any demands made to the County for any changes to be made before or after commencement of the contract term.

8.2 Modification of Parking Facilities by Contractor

The Contractor shall not make any changes, modifications, alterations or improvements to any County facility without prior written approval from the County Project Manager. The Contractor, at the Contractor's expense, shall immediately restore modifications not previously approved by the County to its original condition. The Contractor's failure to restore the facility shall result in restoration by the County at the Contractor's expense.

9.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

9.1 Electronic Control Equipment

The County will have the right to purchase and install PARCS equipment which may change the Contractor's staffing role and responsibility. County will negotiate such staffing and rates in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

Where available, the Contractor must utilize all County owned PARCS hardware, software and other related equipment including, but not limited to: computers, printers, monitors, cameras, data and electrical conduit and connections.

9.2 Furnished Items

- 9.2.1 The County will provide the Contractor with a list of County-owned equipment for use during the contract term (i.e. electric carts). County

will provide equipment list (for each facility) prior to contract start date. The equipment list will be updated each January during the contract term.

- 9.2.2 The County will provide and pay for all natural gas, electricity and water consumed in the operation of the Parking Facilities. The County will not be liable for damage or losses that occur by reason of defect or impairment of any utility system, water system, air conditioning apparatus or electrical wires that serve the Parking Facilities. The Contractor shall be liable for material waste of utilities caused by the negligent or intentional acts of its employees. The use of microwaves, toaster ovens, televisions, heaters, etc. by the Contractor and its staff in County provided facilities is prohibited.
- 9.2.3 The County will furnish the Contractor with an Emergency Contact List.

CONTRACTOR

9.3 Staffing Plan

Final staffing plan shall be submitted to the County Project Manager no later than five (5) business days prior to the contract start date for review and approval. The Staffing Plan shall be compiled for each Parking Facility and shall include the full name and working hours of each employee assigned to each Parking Facility. Prior to any changes in staff, the Contractor shall submit the proposed Staffing Plan to the County Project Manager for approval.

The Contractor shall ensure that all parking facilities are properly staffed at all times, including during breaks and lunches. Parking facilities shall not be left unattended for any reason at any time.

9.4 Staffing

A. Contract Personnel

1. The Contractor shall provide staffing in accordance with the County approved staffing plan. Failure to provide staff as outlined in the County approved staffing plan may be subject to a CDR.

Note: Contractor will be liable for all County incurred costs associated with fulfilling any unmet staffing needs.

2. The Contractor shall ensure that a Parking Supervisor is available during operational hours, as specified on Exhibit C.

Note: On-site supervisors required at some facilities will not fulfill the supervisors needed during operational hours for other facilities. Refer to Exhibit C for supervisor coverage requirements.

3. All of the Contractor's personnel shall be able to effectively communicate in English, both orally and in writing.
4. The Contractor's personnel must be at least eighteen (18) years of age.

5. The Contractor's personnel shall be trained to render a high degree of courteous and efficient service. Contractor is responsible for the conduct, demeanor, and appearance of its employees.
6. The Contractor's personnel shall not bring visitors, any form of weapons, contraband, alcohol, drugs, headphones, audio/visual or print media to the workplace.
7. The Contractor's personnel shall use cell phones only in the event of an emergency.
8. The Contractor's personnel shall not be under the influence of alcohol or drugs; and shall conduct themselves in a reasonable and professional manner at all times.
9. At the County's request, the Contractor shall remove (from the contract in its entirety) any employee who is performing the contract work in an unsatisfactory manner. The County will not be required to state the reason or otherwise justify its request. The Contractor shall provide a replacement by the next business day (or sooner, if necessary in order to meet operational needs).
10. Contractor's personnel who may operate vehicles in the course of their duties must have a current and valid California Driver's License.
11. The Contractor must provide the Contract Compliance Section with a Department of Motor Vehicle (DMV) Driving Record printout for all personnel who may operate vehicles in the course of their duties under this contract within three (3) business days after the contract start date. Thereafter, the Contractor shall provide a DMV Driving Record Report for 50 percent of its employees annually on the contract anniversary date. DMV report shall be at the expense of the Contractor. County may at its sole discretion require the removal of the Contractor's personnel (from the contract(s)) based solely on the findings of the DMV report.
12. Personnel removed from the County Contract(s) cannot be relocated to another County facility/location.
13. The Contractor shall ensure that its personnel exercise care to prevent injury to themselves, patrons and property.
14. The Contractor shall provide and require every on-duty employee (includes Parking Lot Attendants, Cashiers, Supervisors and Customer Assistance employees) to wear a uniform and a County-issued photo identification badge. Uniforms shall consist of shirt, pants, jackets and shoes (open toe and flip flop style sandals are not acceptable).

Uniform must not be covered by outer garments that are not part of the uniform and photo identification badge must be visible at all times (i.e., worn outside of uniform outerwear).

County must review and approve uniforms prior to contract start date.

B. Valet Attendants

Valet attendants shall wear a different colored uniform in order to be easily identifiable.

Uniforms shall consist of shirt, pants, jacket and shoes (open toe or flip flop style sandals are not acceptable).

County must review and approve uniforms prior to contract start date.

C. Parking Supervisors

1. The Contractor shall provide Parking Supervisors as identified in each Parking Facility Specification Sheet as set forth Exhibit C of this SOW. Parking Supervisors shall be trained and knowledgeable in all aspects of County's Parking Facilities operations.

In addition, the Contractor shall provide the County with a listing of its supervisors, including their cell phone number, for each facility. The list shall be provided to the County at the beginning of the contract and every time there is a change thereafter.

2. Parking Supervisors shall make inspections, answer questions, resolve problems, respond to emergencies, verify cash counts, approve reports, and ensure that the Parking Attendants/Cashiers follow the procedures required by the contract.
3. Parking Supervisors must be able to effectively communicate in English, both orally and in writing.

9.5 Parking Facility Rules and Procedures

The County may provide Parking Facility rules, policies and/or procedures that must be adhered to by the Contractor. Rules, policies and/or procedures shall be posted at each booth/kiosk and will be updated on an as needed basis.

9.6 Training

The Contractor shall provide its personnel with on-going safety, customer service and PARCS training. The Contractor's personnel shall be trained in their assigned tasks to ensure they clearly understand their duties, responsibilities and safe handling of equipment. All equipment shall be checked daily for safety. All contractor personnel must work according to California Occupational Safety and Health Administration (OSHA) standards.

9.7 Contractor's Office

The Contractor shall provide an office in the County of Los Angeles with a landline telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, by at least one (1) employee who must clearly communicate in English both orally and in writing to respond to inquiries and

complaints received regarding the Contractor's performance of the contract. When the office is closed or in the event of an emergency, the Contractor's Project Manager shall be available via phone or e-mail.

9.7.1 Automated Facilities

The Contractor shall provide customer service assistance for all automated facilities. In addition, intercom line shall be available to patrons needing assistance.

9.7.2 Non-Automated Facilities

The Contractor shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, or in the event of an emergency, the Contractor's Project Manager shall be available via phone or e-mail

9.8 Equipment

9.8.1 At its own expense, the Contractor shall furnish and maintain fire extinguishers, flares, flashlights, flashlight batteries, radios, cones and first-aid kits approved by the County Project Manager in each Parking Facility.

Note: All fire extinguishers shall be properly maintained by the Contractor in accordance with applicable maintenance laws and/or requirements.

9.8.2 The Contractor may supplement the County's existing equipment, security gates, and perimeter fencing/cable barriers by providing any additional equipment that is required for optimum operation at the Contractor's expense provided, however, that County must approve any new equipment being proposed to be installed by the Contractor.

9.8.3 Any equipment provided by the County is limited to be used with care as designed. The Contractor shall be held responsible for costs of any repair or replacement that results from misuse or neglect.

9.9 Signs

The Contractor shall furnish signs for all Parking Facilities, informing the public of the Parking Fee and the name and telephone number of the Contractor. The signs shall be posted at the entrance of each Parking Facility and any other necessary location. The signs must be reviewed and approved in advance by the County Project Manager.

9.10 Telephone Service

The Contractor shall, at its own expense, provide wireless communications at all Parking Facilities to communicate with the Parking Attendants/Cashiers and shall provide its staff with a list of telephone numbers for emergency services for Parking Supervisors. The Contractor shall allow the County Project Manager reasonable use of the telephone equipment in the course of the County Project Manager's duties.

9.11 Data Lines

The Contractor shall, at its own expense, install data lines at the respective Parking Facilities below to have the ability to send and receive emails (e.g. guest parking, fee waivers, etc.).

Region 1
AP 10 and AP 26

9.12 Emergency Call Instructions

Procedures for informing employees of whom to contact and what to do in the event of emergency shall be posted in each cashier booth located at all Parking Facilities and Contractor offices.

9.13 Regulatory Permits/Certifications

The Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications (e.g. business license) necessary to provide services pursuant to this contract. All licenses, permits and regulatory certifications must be valid throughout the term of the contract. All permits and certifications are subject to verification.

9.14 Meetings

The Contractor shall attend monthly Music Center and Grand Park meetings. In addition, the Contractor may also be required to attend unscheduled and/or last minute meetings that may be held for Special Events.

Additionally, it is the Contractor's responsibility to notify the County of all meetings they are scheduled to attend for County-related projects (e.g. for Special Events, standard monthly meetings, etc.).

9.15 Safety

Maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous conditions noted by the Contractor shall be immediately corrected. If the responsibility for causing correction does not fall to the Contractor pursuant to the Agreement, Contractor shall immediately report the condition to Parking Services

Perform all work in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA.

9.16 Transition Requirements:

The current contractor is required, upon written notification from County, to provide phase-in, phase-out services for up to sixty (60) calendar days after the contract expires or is terminated. After notification from the County, Contractor is required to:

- Cooperate in good faith with County in determining the nature and extent of the services, including the development of a mutually acceptable transition plan;

- Provide sufficient, experienced personnel during the transition period to ensure that all services called for by the Contract are maintained at the specified level of contract performance.
- Cooperate with County in allowing as many personnel as practical to remain on the job to enhance the continuity and consistency of the services called for by the contract.

The County is required to reimburse the incumbent contractor for all reasonable transition costs.

10.0 ADDITION/DELETIONS/MODIFICATIONS OF PARKING FACILITIES, STAFFING, SPECIFIC TASKS AND/OR WORK HOURS

County reserves the right to add/delete/modify Parking Facilities, adjust the quantity of Parking Facilities within each Region, change the staffing requirements and/or operating hours of Parking Facilities during the contract term. All changes will be made in accordance with Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments, of the Contract.

11.0 CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor shall establish, maintain, and utilize a comprehensive written Quality Control Plan to assure the County a consistently high level of service throughout the term of the contract.

- 11.1 Method of monitoring and frequency to ensure that contract requirements are being met.
- 11.2 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.
- 11.3 Methods for continuing to ensure services to the County in the event of a strike by the Contractor's employees.
- 11.4 Method of resolving problems or complaints from the time it was received to the time it was resolved.
- 11.5 Process used from the time a formal complaint or CDR was received to the time it was resolved and completed.

12.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

12.1 Monthly Meetings

The Contractor is required to attend scheduled monthly meetings and any emergency meetings as scheduled by the County Project Manager.

12.2 Contract Discrepancy Report (Attachment 1)

Verbal notification of a contract discrepancy will be made to the Contract Project 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 Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) 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 Project Manager within ten (10) business days.

12.3 County Observations

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.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listing of services used in the Performance Requirements Summary (PRS) Chart, Attachment 2, 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 that defined in the contract and the SOW. In any case of apparent inconsistency between services as stated in the contract and the SOW and this 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:

- 13.1 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.
- 13.2 Reduce payment to the Contractor by the amount identified as the assessment fee in the PRS.
- 13.3 Failure of the Contractor within ten (10) days to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified shall constitute authorization for the County to have the services performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services, 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 days written notice with or without cause, as provide for in the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.42, Termination for Convenience.

14.0 GREEN INITIATIVES

- 14.1 The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 14.2 The Contractor shall notify County's Project Manager of the Contractor's new green initiatives prior to the contract commencement.

15.0 DELIVERABLES

The Contractor shall provide all deliverables in written hard copy unless otherwise approved by County in accordance with the below matrix:

DELIVERABLE	SECTION	DUE DATE
Bank Deposit Receipt	5.4	Next business day by 4 pm
Accounting and Cash Control Procedures	5.5.1	15 business days prior to contract start date
Parking Fee Reconciliation	5.6	5 business days after cash count/audit conducted
Daily Activity & Revenue Report	6.2	Daily (M-F) next business day by noon
Monthly Activity and Gross Revenue Report	6.5	10 th of each month for the previous month
Incident Report	6.6	Within 24 hours of incident
Parking Vehicle Damage Report	6.6.1	End of next business day
Daily Vehicle Inventory	6.7	End of business day
Final Staffing Plan	9.3	5 business days prior to the contract start or prior to proposed change in staff.
DMV Driving Record Printout for employees who may operate vehicles	9.4.A.9	3 business days after contract start date
DMV Driving Record Printout for 50% of employees who may operate vehicles	9.4.A.9	Annually on contract anniversary

CONTRACT ADMINISTRATION DIVISION
PARKING SERVICES SECTION

CONTRACT DISCREPANCY REPORT

Parking Facility Location: _____ Today's Date: _____

Contractor: _____ Contract Monitor: _____

Date of Discrepancy: _____ Arrival Time: _____

Time of Discrepancy: _____ Departure Time: _____

Contract/SOW Paragraph Number and Description: _____

PRS Chart Number/Description (if applies): _____

Description of Discrepancy: _____

Monitor Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

County Project Manager Signature: _____ Date: _____

DATE TRANSMITTED TO CONTRACTOR: _____ VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative Date

COUNTY ACTIONS: _____

DATE CONTRACTOR WAS NOTIFIED OF ACTION: _____ VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

Key to Performance Requirements Summary:

Column 1: Contract or Statement of Work Section reference;
 Column 2: Description of the performance required to satisfy the Contract;
 Column 3: How the Contractor's performance may be monitored by the Contract Project Monitor;
 Column 4: Description of allowable deviation from Performance Standard;
 Column 5: The amount that may be assessed per Discrepancy Report unless a per hour, per day or other measure of damages is specified;
 Column 6: Assessment amount for 2nd violation;

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW SECTION 4.0 OPERATIONAL TASKS					
SOW 4.1.1	Ensure Parking Facilities open/close procedures per Parking Facility Specification Sheets.	Observation	None	\$50 per Parking Facility not opened/closed per specification sheet.	\$75 per Parking Facility not opened/closed per specification sheet on 2 nd violation.
SOW 4.1.2	Vehicles in Parking Facilities have proper parking permits.	Observation	None	\$50 for each vehicle in Parking Facility without proper parking permits.	\$75 for each vehicle in Parking Facility without proper parking permits on 2 nd violation.
SOW 4.1.14	Contacting ISD Parking Services prior to towing or moving.	County notification	None	\$50 for each occurrence when ISD Parking Services is not notified.	\$75 for each occurrence when ISD Parking Services is not notified on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 4.3.1	Provide valet services for all performances on an as needed basis according to the Parking Rate Schedule.	Observation and/or County knowledge of valet services not provided	None	\$100 for each performance not providing valet services.	\$125 for each performance not providing valet services on 2 nd violation.
SOW 4.3.2	Provide and use key security system.	Observation	None	\$50 per individual occurrence where keys are not in key security system.	\$75 per individual occurrence where keys are not in key security system on 2 nd violation.
SOW SECTION 5.0 REVENUE HANDLING AND INTERNAL CONTROLS					
SOW 5.1.2	Collect Parking Fees according to the Parking Rate Schedule.	Observation and Reports	None	\$25 for each occurrence of incorrect fee collected or no ticket issued.	\$50 for each occurrence of incorrect fee collected or no ticket issued on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 5.1.3	Collect Board-approved Parking Fee Waivers or Reduced Fees.	Observation and Reports	None	\$50 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted.	\$75 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted on 2 nd violation.
SOW 5.1.5	Sell monthly parking permits and issue receipts.	Observation and Reports	None	\$50 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County.	\$75 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County on 2 nd violation.
SOW 5.2	Collect all fees in cash for non-automated lots.	Observation and Reports	None	\$50 per transaction when cash is not collected for non-automated lots.	\$75 per transaction when other payment methods other than cash received without authorization by County on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 5.2 & 5.4	Collect fees in accordance with the Parking Rate Schedule and deposit fees into designated bank account by 3:00 p.m. the following business day, with a receipt to ISD Parking Services by 4:00 p.m. the following business day.	Review of records	None	\$1,000 for each day fees are not deposited in designated bank account by noon the following business day.	\$1,250 for each day fees are not deposited in bank account by noon the following business day on 2 nd violation.
SOW 5.6	Conduct unscheduled cash counts and provide County with reconciliation sheet within five (5) business days of count.	Report tracking	None	\$25 per day, each day report is late.	\$50 per day, each day report is late on 2 nd violation.
SOW 5.7	Purchase parking tickets and deliver to ISD Parking Services.	Observation	None	\$25 per ticket not purchased and delivered accordingly.	\$50 per ticket not purchased and delivered accordingly on 2 nd violation.
SOW 5.7	Record the receipt and issuance of sequentially numbered parking tickets within one (1) business day from distribution to Parking Facilities.	Observation	None	\$25 per day, per Parking Facility each day receipt of tickets was not provided.	\$50 per day, per Parking Facility each day receipt of tickets was not provided on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 5.7.1	Contractor shall use pre-numbered, sequential, three-part parking tickets (if distributed manually) or one-part parking ticket generated by Parking Access & Revenue Control System.	Review or records; observation	None	\$100 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly.	\$125 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly on 2 nd violation.
SOW 5.7.2	Report missing and out-of-sequence tickets on Daily Activity and Revenue Report.	Review of Daily Activity & Rev report	None	\$25 per missing ticket on Daily Activity & Revenue report.	\$50 per missing ticket on Daily Activity & Revenue report on 2 nd violation.
SOW 5.7.3	Report lost tickets on Daily Activity and Revenue Report and collect maximum daily Parking Fee from patron.	Review of Daily Activity & Rev report	None	\$100 per lost ticket on Daily Activity & Revenue report.	\$125 per lost ticket on Daily Activity & Revenue report on 2 nd violation.
SOW 5.10	Provide Parking Fee refund for canceled shows and validations.	Report reconciliation Patron/Visitor complaint	None	\$50 for each occurrence of Parking Fees not refunded or incorrect refund given.	\$75 for each occurrence of Parking Fees not refunded or incorrect refund given on 2 nd violation.
SOW SECTION 6.0 REPORTS AND LOGS					
SOW 6.0	Provides accurate reports in accordance with dates identified.	Report receipt & reconciliation	None	\$50 per day report is late and/or \$50 per incorrect report.	\$75 per day report is late and/or \$50 per incorrect report on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW SECTION 7.0 PARKING FACILITY MAINTENANCE					
SOW 7.1	100% completion of maintenance tasks at frequency identified in Parking Facilities Specification Sheets and SOW.	Observation	None	\$50 per day per Parking Facility with outstanding maintenance task not completed.	\$75 per day per Parking Facility with outstanding maintenance task not completed on 2 nd violation.
SOW SECTION 9.0 RESPONSIBILITIES					
SOW 9.4.A.1	Parking Facilities shall be staffed in accordance with the County approved Staffing Plan.	Observation	None	\$100 minimum per occurrence for the first two hours when staffing is below required levels; \$50 every hour thereafter until proper staffing levels are met.	\$100 minimum per occurrence for the first two hours when staffing is below required levels; \$50 every hour thereafter until proper staffing levels are met
SOW 9.4.A.12	Contractor's personnel removed by the County cannot be relocated to another County facility/location.	Inspection/ Observation	None	\$500 per occurrence per day if staff removed from one facility is relocated to another facility.	\$750 per occurrence per day on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 9.4.A.14	All employees must wear identification badges and uniform shirt displaying company name/logo at all times.	Observation	None	\$75 per employee per day.	\$100 per employee per day on 2 nd violation.
SOW 9.8	Contractor shall provide and maintain all equipment identified in SOW.	Observation	None	\$25 per occurrence for each Parking Facility with incomplete equipment.	\$50 per occurrence for each Parking Facility with incomplete equipment on 2 nd violation.
SOW 9.9	Furnish permanent Parking Facility signs identifying facility number, fees, Contractor's name and ISD Parking Services complaint line. All signs shall be approved by CPM.	Observation	None	\$50 per sign missing.	\$75 per sign missing on 2 nd violation.
SOW SECTION 11.0 CONTRACTORS QUALITY CONTROL PLAN					
SOW 11.0	Contractor must be in compliance with and maintain a current quality control plan.	Review of records; observation	None	\$50 for each day Contractor not in compliance with plan or plan is outdated.	\$75 for each day Contractor not in compliance with plan or plan is outdated on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW SECTION 12.0 QUALITY ASSURANCE PLAN					
SOW 12.1	Contractor shall attend scheduled monthly meetings or as needed meeting with ISD Parking Services.	Attendance	10 minutes or phone notification of late arrival	\$25 per missed meeting.	\$50 per missed meeting on 2 nd violation.
CONTRACT SECTION					
Contract 5.4.4	Submit two (2) copies of invoice and required reports by the 15 th calendar day of the month following month of service.	Review of invoices and reports	None	\$50 per day, per invoice when late.	\$75 per day invoice is late on 2 nd violation.
Contract 7.3	Contractor requests/receives County approval before making staff changes.	Inspection and observation	None	\$100 per staff change made without prior approval by the County.	\$125 per staff change made without approval by County on 2 nd violation.
Contract 7.4	All employees must wear identification badges.	Inspection and observation	None	\$50 per employee not wearing a badge during 1 st violation.	\$75 per employee not wearing a badge on 2 nd violation during second occurrence (regardless of whether it's that particular employees' 1 st violation).

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
Contract 7.5	All Contractor's staff must undergo a background investigation prior to working on the County Contract.	Report on File	None	\$100 per employee per day working on the County Contract without successfully completing a background investigation check.	\$125 per employee per day working on the County Contract without successfully completing a background investigation check on 2nd violation.
Contract 8.24.2.6	Contractor shall report all incidents, claims or suits to the County within 24 hours of occurrence.	County knowledge of incident or occurrence	None	\$150 per failure to report and submit complete incident reports, claim or suit.	\$175 per failure to report incident and submit complete incident reports, claim or suit on 2nd violation.

WARNING

PARKING VIOLATION

22761

YOU ARE ILLEGALLY OR IMPROPERLY PARKED FOR ONE OR MORE OF THE FOLLOWING REASONS AND ARE SUBJECT TO BEING TOWED AWAY AT YOUR EXPENSE.

- ☐ No Proof of payment
- ☐ Improperly Parked _____
- _____
- ☐ Parked in a "No Parking" zone
- ☐ Parked in disabled Persons' Space (Without I.D.)
- ☐ Parked in Reserved Parking Area
- ☐ Blocking entrance to building or driveway (Fire Department Regulation)
- ☐ Vehicle Not in Acceptable Condition
- ☐ Other Message _____
- _____
- ☐ _____

L.A. COUNTY HAS RECORDED YOUR LICENSE PLATE

☐ THIS VEHICLE WILL BE TOWED ON: Day _____
Date _____ Time _____

A copy of this notice is on file. We urge you to conform to our parking rules to avoid future inconvenience and expense to yourself.

Date _____ Time _____ By _____

Location _____

MAKE	
MODEL	COLOR
LIC NO.	STATE YR
OTHER ID	
TOWED BY	DATE TOWED

Veterans Special License Plates

Los Angeles County Code 15.64.446

County-owned or operated parking facilities – Fee Exemption for vehicles with veterans special license plates

Notwithstanding any other provision of this code, vehicles displaying valid veterans special license plates issued pursuant to the provisions of California Vehicle Code sections 5007(a)(2) (disabled veteran), 5101.3 (Pearl Harbor survivor), 5101.4 (Medal of Honor and Distinguished Service Cross), 5101.5 (former American prisoner of war), 5101.6 (Congressional Medal of Honor), or 5101.8 (Purple Heart recipient) shall be exempt from the payment of parking fees at any county-owned or county-operated public parking lots during such days and times that parking fees at such lots are required to be deposited into a parking meter or paid directly to a parking attendant, but not where entrance or exit from the involved lot is controlled solely by an automated system. This fee exemption shall not apply on weekends or holidays, other than Veterans Day, to the extent that parking fees are otherwise payable on such days. Vehicles subject to the above fee exemption shall nonetheless be subject to any other restrictions pertaining to parking at the involved location. (Ord. 2007-0071 § 1, 2007.)

5007(a)(2) (Disabled Veteran)



5101.3 (Pearl Harbor Survivor)



5101.4 (Medal of Honor and Distinguished Service Cross)



5105.5 (Former American Prisoner of War)



5101.6 (Congressional Medal of Honor)



5108.8 (Purple Heart Recipient)



Lost Ticket Claim Form

Date:

Contractor Name:

Auto Park Number:

Patron Name:

Vehicle Make/Model:

Vehicle License Plate Number:

Driver's License Number:

Replacement Ticket Number:

Signature:

DAILY FREE ENTRY LOG

LOCATION: _____

DAY: _____

DATE: _____

ATTENDANT: _____ SUPERVISOR: _____

	PATRON/EMPLOYEE NAME	ORGANIZATION	EMPLOYEE# (IF APPLICABLE)	PATRON/EMPLOYEE SIGNATURE	VEHICLE LICENSE PLATE#/ COUNTY VEHICLE#	PHONE#	JUSTIFICATION
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

VEHICLE DAMAGE REPORT

Parking Facility Number: _____

Date: _____ Time: _____

License Plate Number	Make of Vehicle	Model of Vehicle	Location of Vehicle in Parking Facility	Notable Damage

Completed by: _____
(Name and Title)

Parking Facility Number: _____

Date: _____ **Time:** _____ **AM/PM (Circle)**

License Plate Number	Make of Vehicle	Model of Vehicle	Comments

Completed by: _____

(Name and Title)

Page __ **of** __

DAILY SAFETY INSPECTION

[illegible]

COMMENTS:

INSPECTED BY:

ISD Parking Services – Contractor’s Incident Report

Date of Report:	Date of Incident:	Time of Incident:	
Name and Position of Person Completing Report:			
<u>LOCATION:</u>			
Parking Lot Number:	Parking Level (if applicable):	Parking Space Number (if applicable):	
<u>PERSONS INVOLVED:</u>			
Person 1			
Name:	Sex: M <input type="checkbox"/> F <input type="checkbox"/>	County Employee: Y <input type="checkbox"/> N <input type="checkbox"/>	Phone No.:
Vehicle Make & Model:		Color of Vehicle:	License Plate Number:
Name & Phone Number of Insurance Company:			Policy Number:
Person 2			
Name:	Sex: M <input type="checkbox"/> F <input type="checkbox"/>	County Employee: Y <input type="checkbox"/> N <input type="checkbox"/>	Phone No.:
Vehicle Make & Model:		Color of Vehicle:	License Plate Number:
Name & Phone Number of Insurance Company:			Policy Number:
Please include separate sheet, if additional space is required.			
<u>Damages/Injuries:</u>			
Damages: Y <input type="checkbox"/> N <input type="checkbox"/>	Police Report Completed: Y <input type="checkbox"/> N <input type="checkbox"/>		Law Enforcement Agency:
Injury: Y <input type="checkbox"/> N <input type="checkbox"/>	Type of Injury:		Medical Attention Required: Y <input type="checkbox"/> N <input type="checkbox"/>
<u>Description of Incident:</u>			

- ❖ Please notify ISD Parking Services immediately at 213-974-9505.
- ❖ E-mail report and pictures to ISD Parking Services at ISDParkingRequest@isd.lacounty.gov

Month Year

[illegible]

ISD PARKING SERVICES SECTION Auto Park Vacancy Counts

	Public	Other	Employee		Public	Other	Employee
Date	Public	Other	Employee		Public	Other	Employee
1/1/2020							
1/2/2020							
1/3/2020							
1/4/2020							
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Parking Facilities	Address	Type of Lot	Compensation Method			
			Monthly Mgt Fee Effective 01/01/19	Monthly Revenue Sharing Effective 01/01/19**	Monthly Mgt Fee Effective 01/01/20 and Beyond	Monthly Revenue Sharing Effective 01/01/20 and Beyond**
10	145 North Broadway (Hall of Records)	Management	\$15,856.30	N/A	\$16,649.12	N/A
14	135 North Grand Avenue (Music Center)	Revenue	N/A	32.00%	N/A	35%
16	111 South Grand Avenue (Disney Concert Hall)	Management	\$107,099.27	N/A	\$112,454.23	N/A
18*	140 North Grand Avenue (Hall of Administration)	Management	\$6,220.67	N/A	\$6,531.70	N/A
26	120 South Olive Street	Revenue	N/A	32%	N/A	35%
54	1011 Browning Boulevard (Coliseum)	Revenue	N/A	32.00%	N/A	35.00%
Total Monthly Management Fee - Region 1			\$129,176.24	32.00%	\$135,635.05	35%

Notes

***Maintenance services only**

****Monthly Revenue Sharing proposed percentages must be the same for each of the applicable parking facilities within its corresponding region.**

Contractors percentage of adjusted gross revenue (Total revenue received from all parking transactions including but not limited to Parking Fees collected from daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets less City of Los Angeles taxes, credit card fees and value of fee waivers or reduce fee value).

Hourly Rates	Hourly Rates Effective 01/01/19	Hourly Rates Effective 01/01/20 and Beyond
Supervisor	<u>\$28.37</u>	<u>\$29.79</u>
Attendant	<u>\$23.31</u>	<u>\$24.48</u>
Cashier	<u>\$23.31</u>	<u>\$24.48</u>

Hourly rates are to include all labor and administrative cost, overhead, benefits, equipment, materials and profit.

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.

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 1**

EXHIBIT C

**Los Angeles County Parking Facility #10 - Hall of Records
145 North Broadway
Los Angeles, CA 90012**

Days & Hours of Operation	
Monday thru Friday	5:30 AM to 11:00 PM
Saturday & Sunday	9:00 AM to 11:00 PM

Sufficient Coverage During Hours of Operation	
Monday-Friday	Saturday & Sunday
Cashiers	
5:30 AM - 11:00 PM	9:00 AM to 11:00 PM
Special Events - Hourly as needed	
Attendants	
Special Events - Hourly as needed	
Supervisor	
Available during operational hours	

Type of Parking Facility: Management Fee

Description: This automated facility is a four-level below-grade parking structure. The facility has two entrances and two exit lanes. Patrons pay the daily fee at an automated pay station before exit. Event fee is paid upon entry.

Usage & Number of Spaces
Usage: Authorized Employee/Event/Grand Juror/Public/Visitor
Parking Spaces: 639

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Outdoor Office	Office
4	3	0	0	All	0	1	1

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper	Once a week
7.1.2 Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours Of Notification
7.1.5 Lighting	Within 24 Hours Of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lots	Daily
7.1.17 Maintenance of EVSE Equipment	Daily

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 1**

EXHIBIT C

Los Angeles County Parking Facility #14 - Music Center
135 North Grand Ave
Los Angeles, CA 90012

Days & Hours of Operation	
Monday	6:00 AM to 7:00 PM
Tuesday thru Friday	6:00 AM to Midnight
Saturday & Sunday	7:00 AM to Midnight

*Minimum Coverage Requirements During Hours of Operation		
Monday	Tuesday - Friday	Saturday & Sunday
Cashier		
(1) 4:30 PM - 7:00 PM	(2) 4:30 PM - 9:00 PM	(1) 7:00 AM - 9:00 PM
Attendants		
(1) 6:00 AM - 7:00 PM	(1) 6:00 AM - Midnight	(1) 7:00 AM - Midnight
Sufficient Coverage During Hours of Operation		
On-Site Supervisor		
6:00 AM - 7:00 PM	6:00 AM - Midnight	7:00 AM - Midnight
Customer Assistance Service		
6:00 AM to 10:00 PM	6:00 AM to 10:00 PM	7:00 AM to 10:00 PM

Type of Parking Facility: Revenue Share

Description: This automated facility is an eight level below grade parking structure. The facility has 10 reversible entrance/exit lanes. Patrons pay the full daily fee at an automated pay station before exit and may receive a refund. Event fee is paid upon entry.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Public
Parking Spaces: 1,432 (includes 115 tandem)
Levels P7 & P8 County employees M-F - approximately 400 spaces

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booths/Valet	Office
8	8	0	0	All	4	1 booth / 1 valet	4

*Event Driven
* Additional Cashiers for Events (Hourly as-needed)
* Additional Attendants for Events (Sat., Sun.,Holidays)
* Additional Attendants for Events (Monday - Friday)
* Additional staffing is needed for weekday and weekend matinees to provide stack parking at the hourly contract rate.

*Valet - Event Driven
6 to 15 Attendants (Hourly as needed based on
6 PM to Midnight

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning- Power Broom Sweeper	Once a week
7.1.2 Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours Of Notification
7.1.5 Lighting	Within 24 Hours Of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours Of Notification
7.1.7 Cleaning of Restrooms	Daily
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lots	Daily
7.1.17 Maintenance of EVSE Equipment	Daily

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 1**

EXHIBIT C

Los Angeles County Parking Facility #16 - Walt Disney Concert Hall
111 South Grand Avenue
Los Angeles, CA 90012

Days & Hours of Operation	
Monday thru Friday	6:00 AM to Midnight
Saturday & Sunday	7:00 AM to Midnight

*Minimum Coverage Requirements During Hours of	
Monday - Friday	Saturday/Sunday/Holiday
Cashier	
(2) 6:00 AM - 10:00 PM	(2) 7:00 AM - 10:00 PM
Attendants	
(2) 7:00 AM - 3:00 PM	(2) 7:00 AM - 3:00 PM
(2) 3:00 PM - Midnight	(2) 3:00 PM - Midnight
Sufficient Coverage During Hours of Operation	
On-Site Supervisor	
6:00 AM - Midnight	7:00 AM - Midnight
Customer Assistance	
6:00 AM - 10:00 PM	7:00 AM - 10:00 PM

Type of Parking Facility: Management Fee

Description: This automated facility is a seven level below grade structure with five entrance lanes and four exit lanes. Two of the five entrance lanes are reversible. Patrons pay the full daily fee at an automated pay station and may receive a refund before exiting. Event fee is paid upon entry.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Juror/Public
Parking Spaces: 2,198 (includes 1,144 tandem)

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booths	Office
7	5	5	0	All	3	6	4

*Event Driven
* Additional Cashiers for Events (Hourly as-needed)
* Additional Attendants for Events (Sat., Sun.,Holidays)
* Additional Attendants for Events (Monday - Friday)
* Additional staffing is needed for weekday and weekend matinees to provide stack parking at the hourly contract rate.

*Valet - Event Driven
6 to 15 Attendants (Hourly as needed based on Theater Ops)
6 PM to Midnight

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper	Once a week
7.1.2 Power Scrub/Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	Within 24 Hours of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	Daily.
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lots	Daily
7.1.17 Maintenance of EVSE Equipment	Daily

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 1**

EXHIBIT C

Los Angeles County Parking Facility #18 - Hall of Administration

**140 North Grand Avenue
Los Angeles, CA 90012**

Days & Hours of Operation

As Needed (Lot 14 - Music Center Overflow)

Sufficient Coverage During Hours of Operation

Cashier

None

Attendant

Hourly as needed

Supervisor

Available during operational hours

Type of Parking Facility: Management Fee

Description: This facility is a two level below grade parking structure. The facility has one entrance/exit on Grand and one entrance/exit on Hill.

Usage & Number of Spaces

Usage: Employee/Public for Overflow

Parking Spaces: 976

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
2	7	1	4	All	0	2	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning- Power Broom Sweeper	Once a week
7.1.2 Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily (Stairwells Only)
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lots	N/A
7.1.17 Maintenance of EVSE Equipment	Daily

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 1**

EXHIBIT C

Los Angeles County Parking Facility #26

**120 South Olive Street
Los Angeles, CA 90012**

Type of Parking Facility: Revenue Share

Description: This facility is a surface lot. The facility has one entrance and one exit lane.

Usage & Number of Spaces

Usage: Public

Parking Spaces: 229

Days & Hours of Operation

Monday thru Friday	6:30 AM to 11:00 PM
Saturday & Sunday	9:00 AM to 11:00 PM

Sufficient Coverage During Hours of Operation

Monday - Friday	Saturday & Sunday
Cashiers	
6:30 AM to 11:00 PM	9:00 AM - 11:00 PM
Attendants	
Hourly as needed	
Supervisor	
Available during operational hours	

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	1	0

Valet - As Needed

2 Attendants (Hourly as needed based on Theater Ops and Grand Park Events)

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Vacuum Sweep	Once a week
7.1.2 Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	As soon as possible
7.1.16 Inspection of Lots	Daily
7.1.17 Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 1**

EXHIBIT C

**Los Angeles County Parking Facility #54 - Probation
(Coliseum Events)**
1011 West Browning Street
Los Angeles, CA 90037

Days & Hours of Operation
Special Events

Sufficient Coverage During Hours of Operation
Cashiers
As needed
Attendants
As needed
Supervisor
Available during operational hours

Type of Parking Facility: Revenue

Description: This facility is a four-level above-grade parking structure. The facility has one entrance lane and one exit lane.

Usage & Number of Spaces
Usage: Special Events during non-business hours
Parking Spaces: 157

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper and Vacuum Sweep	N/A
7.1.2 Power Washing	N/A
7.1.3 Removal of Debris & Litter	Before and After Event - As-Needed.
7.1.4 Graffiti Removal / Paint	N/A
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	N/A
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	N/A
7.1.10 Furnish, Replace and Install Cones/Markers	N/A
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.12 Maintain Attendant Booths/Office	N/A
7.1.13 Inspection and Maintenance of Fire Extinguishers	N/A
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	N/A
7.1.17 Maintenance of EVSE Equipment	N/A

CONTRACTOR'S EEO CERTIFICATIONPCAM, LLC dba Parking Company of America (PCA)

Contractor Name

3165 Garfield Ave, Los Angeles, CA 90040

Address

202264403

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"/> |

Eric Chaves President

Authorized Official's Printed Name and Title


Authorized Official's Signature12/31/18
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Christie Carr
Title: Contracts Division Manager
Address: 1100 N Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-3101 Facsimile: (323) 415-821
E-Mail Address: CCarr@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ritu Sehgal
Title: Section Manager
Address: 500 W. Temple Street, Room B-95
Los Angeles, CA 90012
Telephone: (213) 974-9403 Facsimile: (213) 625-0182
E-Mail Address: Rsehgal@isd.lacounty.gov

COUNTY CONTRACT PROJECT MONITORS:

Name: Various
Title: County Contract Monitors
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (213) 974- 9505 Facsimile: (213) 625-0182
E-Mail Address: N/A

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** PCAM, LLC dba Parking Company of America (PCA)**CONTRACT NO:** 104707**CONTRACTOR'S PROJECT MANAGER:**Name: Ricardo DelgadoTitle: Director of OperationsAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (213) 798-7459Facsimile: (213) 622-9007E-Mail Address: rdelgado@parkpca.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Aaron ChavesTitle: Vice President of OperationsAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (949) 235-3773Facsimile: (213) 622-9007E-Mail Address: aaronchaves@parkpca.comName: Joseph "Pep" ValdesTitle: Executive Vice PresidentAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (562) 862-2118 EXT 210Facsimile: (213) 622-9007E-Mail Address: pvaldes@parkpca.com**Notices to Contractor shall be sent to the following:**Name: Eric ChavesTitle: PresidentAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (562) 862-2118 EXT 205Facsimile: (213) 622-9007E-Mail Address: echaves@parkpca.com

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 PCAM, LLC dba Parking Company of America (PCA) Contract No. 104707

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: 12 / 31 / 18

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

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
 - 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.

Page 2 of 3

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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



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?

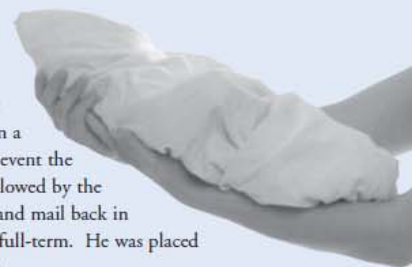
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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 2.201 LIVING WAGE PROGRAM

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 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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- 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. [16](#) 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;
 - 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.

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- 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 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.)

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2.201.060 - Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

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

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or

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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, Eric Chaves President
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by PCAM, LLC dba Parking Company of America (PCA)
Company or Subcontractor
on the Los Angeles County Contract that during the payroll period commencing on the
Service, Building or Work Site
1st day of January, and ending the 31st day of
Calendar Day of Month Month and Year Calendar Day of Month
December 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
PCAM, LLC dba Parking Company of America (PCA) 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:

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

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

Eric Chaves President

Owner or Company Representative Signature:

[Signature]

12/31/18
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.



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PCAM, LLC dba PARKING COMPANY OF AMERICA

FOR

PARKING FACILITIES MANAGEMENT SERVICES – REGION 2

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- J Living Wage Ordinance
- K Living Wage Rate Annual Adjustments
- L Payroll Statement of Compliance

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PCAM, LLC dba PARKING COMPANY OF AMERICA
FOR
PARKING FACILITIES MANAGEMENT SERVICES**

This Contract ("Contract") made and entered into this 20th day of November, 2018 by and between the County of Los Angeles, hereinafter referred to as County and PCAM, LLC dba Parking Company of America (PCA), hereinafter referred to as "Contractor". PCA is located at 3165 Garfield Avenue, Los Angeles, California 90063.

RECITALS

WHEREAS, the County may contract with private businesses for Parking Facilities Management Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Parking Facilities Management Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Parking Facilities Management Services; and

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

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

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, and L 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 B - Pricing Schedule
- 1.3 Exhibit C - Parking Facility Specification Sheets
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 Exhibit J - Living Wage Ordinance
- 1.11 Exhibit K - Living Wage Rate Annual Adjustments
- 1.12 Exhibit L - Payroll Statement of Compliance

This Contract constitutes 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 Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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.

2.1.1.1 **Adjusted Gross Revenue:** Total revenue received from all parking transactions including but not limited to parking fees collected for daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets, less City of Los Angeles taxes and value of fee waivers or reduced fee value. In the event the Board of Supervisors approves Parking Fee Waivers or Reduced Fees, the adjusted gross revenue shall include the value of approved full and partial Parking Fee Waivers, Guest Parking Fee exemptions and Veterans License Plate fee exemptions, less any applicable City of Los Angeles taxes and credit card fees.

2.1.1.2 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.3 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.4 **Contract Compliance Section:** The section of ISD responsible for ensuring compliance of the Contract.

- 2.1.1.5 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.1.1.6 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.1.7 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract. Must be available via phone and/or e-mail 24 hours a day, seven (7) days a week. Shall designate another manager during their absence.
- 2.1.1.8 **County Auditor-Controller:** Auditor-Controller Department, Los Angeles County.
- 2.1.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract.
- 2.1.1.10 **County Project Director:** Person authorized by the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.1.11 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.1.12 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.13 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.1.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.15 **Internal Services Department (ISD):** The County Department responsible for administration of the Contract.

- 2.1.1.16 **ISD Parking Services Section:** Section within ISD responsible for daily operation of the Contract.
- 2.1.1.17 **Management Fee Parking Facilities:** Facilities where the Contractor is paid a fixed monthly rate for operations and maintenance of a Parking Facility.
- 2.1.1.18 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.1.19 **Regions:** Grouping of facilities within areas of Los Angeles County.
- 2.1.1.20 **Revenue Share Percentage:** Percentage of Adjusted Gross Revenue paid to the Contractor by County for management and operation of specific Parking Facilities.
- 2.1.1.21 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.22 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.23 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

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 in herein.
- 3.2 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 (3) years commencing upon execution by County's Board of Supervisors, 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 (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director of ISD.

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 County's Project Manager when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 Contractor shall be paid in accordance with Exhibit B (Pricing Schedule) Parking Facilities Management Services, of this Contract.

5.2 Written Approval for Reimbursement

- 5.2.1 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, or 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.

5.3 No Payment for Services Provided Following Expiration-Termination of Contract

5.3.1 The Contractor shall have no claim against 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 County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

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

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule), itemizing monthly management fee amounts and monthly revenue share percentage.

5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

Contractor shall submit charges for Additional Staff requested by the County in accordance with Exhibit B (Pricing Schedule), for each additional staff level, i.e.,

attendant, cashier, supervisor. This charge shall include wages, overhead, management cost, benefits, and profit.

- 5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service (Contractor will be paid in arrears).

No invoice will be approved for payment unless Exhibit L (Payroll Statement of Compliance) is included with voice.

- 5.4.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063

Attention: Contract Unit Supervisor, Finance, Room 222

5.4.6 **County Approval of Invoices**

Complete and accurate invoices submitted by the Contractor for payment must have the written approval of the County's Project 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.

5.5 **Cost of Living Adjustments (COLA's)**

- 5.5.1 If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased for Management Fee Lots annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. There will be no adjustment based on Revenue Sharing. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA

pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

- 6.2.1 The role of the County's Project Director may include:

- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

- 6.3.1 The role of the County's Project Manager is authorized to include:

- 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

- 6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project 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 Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis. Contractor's Project Manager must be available via phone and/or e-mail 24 hours a day, seven (7) days a week and shall designate another manager during their absence.

7.3 Approval of Contractor's Staff

- 7.3.1 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 Project Manager.
- 7.3.2 Contractor shall immediately remove any Contractor's staff assigned to a County Facility upon County's request.

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor shall notify the County in writing within one (1) business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing a Contract Discrepancy Report with damages assessed as described in the Performance Requirement Summary contained in Exhibit A (Statement of Work).

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract (i.e. parking lot attendants, front office attendant, human resources employee, etc.), who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal

conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

Note: background investigations conducted by other County departments are non-transferable and will not be considered for this Contract.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation; all information will be kept confidential by the County and will not be provided to the Contractor or Contractor's staff.

Note: A background check will be conducted on all of the Contractor's employees, regardless of when the last background check was conducted.

7.5.2 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 County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and

against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work hereunder including but not limited to, adding/deleting staff, adding/deleting Parking Facilities, installation of automated equipment, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or

change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.3 The Director of ISD or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B (Pricing Schedule), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

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 County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee 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 effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling

interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 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 County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

- 8.3.1 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

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (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

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

8.5.2 Complaint Procedures

8.5.2.1 Within seven (7) business days after the Contract effective date, the Contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

8.5.2.4 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.

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.

8.5.2.6 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.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day 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 County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 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 Los Angeles 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 fifty thousand dollars (\$50,000) or more in any twelve (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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (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, 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

8.10.1 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 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 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 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.

- 8.12.4.2 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 of Supervisors.
- 8.12.4.3 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 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 (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 8.12.4.6 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

- 8.13.1 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 Exhibit I, 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.

Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to 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 contracts 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(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board 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 Grounds

- 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 or 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 thirty (30) days after the occurrence.
- 8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by 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 prepared pursuant to Paragraph 8.1 (Amendments) and received

via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments 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

8.19.1 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 contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both 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 contractor to meet the required performance schedule. As used in this subparagraph, 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, Jurisdiction, and Venue

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

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 Paragraph 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 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.

Contractor's duty to indemnify the County shall survive the expiration or earlier termination of this agreement.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days (or otherwise agreed to by the County Project Manager) 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 upon request.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 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.

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

County of Los Angeles
Internal Services Department, Contracting
Division
1100 North Eastern Avenue
Los Angeles, CA 90063

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim

or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that 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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (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.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. 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 contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any

subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 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 (3) years following Contract expiration, termination or cancellation.

8.24.12 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.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Garage Insurance** (written on ISO form CA 00 05 or its equivalent), naming County and its Agents as an additional insured, with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$1 million

Per Accident: \$2 million

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractor's "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": \$1,000,000 each accident

C. Garage keepers Liability:

Coverage shall apply on the Direct Primary basis, and include Comprehensive and Collision coverages, with limits no less than \$40,000 per vehicle.

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 one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Crime Coverage

A Fidelity Bond or Crime Insurance Policy with limits of on less than \$2,000,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.5 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, 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 Department Head, 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 specified in the Attachment 2 (Performance Requirements Summary (PRS) of Exhibit A (Statement of Work Exhibits) 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 (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 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 Paragraph 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

- 8.27.1 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 Nondiscrimination 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 it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) 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 five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

- 8.30.1 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 (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

- 8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of ISD, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

- 8.32.1 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 Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely

Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

- 8.34.1 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 (10) days prior written notice thereof to the other party. The Director of ISD, 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

- 8.35.1 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 Paragraph 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 (RFP) 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 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order 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:
- 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 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 (5) 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 Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (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) 8.38.3 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 (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's

dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 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 (5) 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 Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or

transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

County of Los Angeles
Internal Services Division
Contracting Division, Contracts Section
1100 North Eastern Avenue
Los Angeles, CA 90063

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to 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 (10) 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:

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

8.42.2.2 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 Paragraph 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 County's Project Director:

8.43.1.1 Contractor has materially breached this Contract;
or

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 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 Paragraph 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 Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) 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 Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, 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:
 - 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal

Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 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 Paragraph 8.45 (Termination for Insolvency) 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 County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in 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

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

8.48 Validity

8.48.1 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 Waiver

- 8.49.1 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 paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 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.
- 8.50.2 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.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

Unless contractor qualifies for an exemption or exclusion, 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 Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 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 (10) 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.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Integrated Pest Management Program Compliance

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Exhibit 22 (Integrated Pest Management Program Compliance Certification) in Appendix D (Required Forms), that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Paragraph 8.55 (Integrated Pest Management Program Compliance) and at: www.lacountyipm.org.

8.55.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name

- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

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 Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 **Payment of Living Wage Rates**

- 9.1.2.1 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 K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract:
- 9.1.2.2 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 forty (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 thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 9.1.2.3 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.

- 9.1.2.4 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.
- 9.1.2.5 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 in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the contractor shall promptly provide such information. The contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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 contractor's 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 one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the contractor.
 - 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 fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the contractor.
 - 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 Los Angeles 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 subparagraph 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 Employee Retention Rights

1. The contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a contractor.
 3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the contractor's other employees.

9.1.12 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient

information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors 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 of Supervisors thereof, the day and year first above written.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 NOV 20 2018

CONTRACTOR: PCAM, LLC DBA
PARKING COMPANY OF AMERICA (PCA)

By _____
Name

Executive Vice President
Title

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES



By Shirley Kuehl
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By Danya Ruiz
Deputy

By Danya Ruiz
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Mary C. Wickham
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

PARKING FACILITIES MANAGEMENT SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor shall provide Parking Facilities Management Services to County managed Parking Facilities listed in Exhibit B, Pricing Schedule of the Contract. The services shall include all staff, supervision, supplies, reports and accounting records to operate and maintain Parking Facilities as set forth in Exhibit C (Parking Facilities Specification Sheets), of this Contract.

2.0 DAYS/HOURS OF OPERATION

The Contractor shall provide all services required by the County in accordance with the days and hours of operation identified in each of the Parking Facilities Specification Sheets, Exhibit C of this Contract.

2.1 Holiday Work Schedule

The Contractor may be required to provide staff on County recognized holidays or to provide services or maintenance services for Parking Facilities as specified in Exhibit C (Parking Facilities Specification Sheets), of this Contract.

2.2 Special Events

The Contractor shall provide services for Special Events and programs (as determined by the County) on any day of the week, within 24 hours after County has given contractor notice of such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs. The Contractor shall obtain the County Project Manager's approval of applicable Special Event rate and ticket distribution no less than one business day prior to the Special Event.

In the event that additional staffing is required and rescheduling of employee shifts is not possible (e.g. Performances held at AP 16), the County will pay for additional staffing required for said event, except for facilities which are identified as Revenue Share on Exhibit C (subject to review and approval by the County). Coverage requirements will be determined by the County, event manager and/or the Contractor.

2.3 Annual List of Events

Number of events per year, per location, which may vary on an annual basis. There are no guarantees as to the minimum number of events held per year at each location. Schedule of events will be provided to the Contractor when available.

3.0 DEFINITIONS

3.1 American Disabilities Act (ADA) Accessible Parking

Parking spaces that meet requirements under the ADA and are identified in blue and with ADA symbol marking.

3.2 Automated Facilities

Facilities that use the County's automated parking revenue collection and management system, referred to as PARCS, which consists of automated cashiering stations that are used for payment of parking tickets, referred to as POF machines.

3.3 Cashier

Person responsible for collecting parking revenue and issuing parking tickets.

3.4 CEO

Chief Executive Office - County of Los Angeles.

3.5 Change Fund

Amount of cash each Revenue Parking Facility receives at the beginning of each day.

3.6 Contract Compliance Section

The section of ISD responsible for ensuring compliance of contract.

3.7 Contract Discrepancy Report (CDR)

A document written by the County Project Manager to identify key performance indicators of the contract that the Contractor has not met during the contract term.

3.8 County Recognized Holidays

The County Recognized Holidays are:

- New Year's Day (January 1),
- Martin Luther King's Birthday (Third Monday in January),
- Presidents Day (Third Monday in February),
- Cesar Chavez Day (Last Monday of March),
- Memorial Day (Last Monday in May),
- Independence Day (July 4),
- Labor Day (First Monday in September),
- Indigenous Peoples Day (Second Monday in October),
- Veteran's Day (November 11),
- Thanksgiving holidays (Fourth Thursday and Friday in November),
- Christmas Day (December 25).

3.9 Credit Card

A card issued by a bank or business authorizing cardholder to pay for goods or services on credit.

3.10 Data Security Guidelines

(a) All applicable security standards and guidelines that may be published from time to time by any credit card association, the National Automated Clearing House Association, any credit card issuer, any credit card processor, including the Automated Clearing House operating rules, the most current EMV and Payment Card Industry (PCI)-Data Security Standard (DSS) and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of the County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) the most recent standards from time to time published by County's Chief Information Security Officer and provided by the County Project Manager to the Contractor.

3.11 Europay, MasterCard and Visa (EMV)

Europay, MasterCard and Visa (EMV) is a global standard for card equipped with computer chips and technology used to authenticate chip-card transactions.

3.12 Electric Vehicle Charging Station

An electric vehicle charging station is equipment that connects an electric vehicle (EV) to a source of electricity to recharge electric cars, neighborhood electric vehicles and plug-in hybrids.

3.13 Incident

Any occurrence in connection with this contract or a Parking Facility involving theft, bodily injury, property damage, or vandalism, and/or fire or law enforcement authorities.

Incidents may also include issues with a public patron, or the County's or the Contractor's staff.

3.14 Key Security System

System of control which includes a secured location (e.g. lock box) for vehicles keys when held by the Contractor for valet parking, stacked parking, etc.

3.15 Management Fee Parking Facility

Parking Facilities which are operated and maintained for a fixed monthly rate to be paid by County to the Contractor. Some Management Fee facilities may include revenue handling.

3.16 Non-Automated Facilities

Manual facilities that are operated without an automated system.

3.17 PARCS

Parking Access and Revenue Control System (PARCS) is County's automated parking revenue collection and management system.

3.18 PARCS Client Portal

Central point of contact for the Contractor to report PARCS related incidents.

3.19 Parking Attendant

Person who services customers by directing patrons/vehicles entering/exiting Parking Facilities, provides minor maintenance/cleaning needs and reports problems and incidents.

3.20 Parking Rates

Schedule of all parking fees approved by the County of Los Angeles' Board of Supervisors.

3.21 Parking Supervisor

Person responsible for the supervision of contracted staff including but not limited to Parking Lot Attendants, Cashiers and other staff.

3.22 Pay on Foot (POF) Station

Automated cashiering station, a part of PARCS, used for payment and validation of parking tickets at automated Parking Facilities.

3.23 PCI

Payment Card Industry.

3.24 PCI-DSS

Payment Card Industry Data Security Standard, which is updated as new security requirements are implemented.

3.25 Performance Requirements Summary

Identifies key performance indicators of the contract that will be evaluated by the County to ensure that contract performance standards are met by the Contractor and deduction/fees to be applied for non-compliance with the contract.

3.26 Pre-Pay Mode

Designated hours when patrons pay parking fees in advance and receive a parking voucher to enter Parking Facility.

3.27 Region

Geographic group of Parking Facilities defined by the County that require Parking Services.

3.28 Revenue Parking Facility

Parking Facilities which generate revenue from all parking transactions including but not limited to parking fees collected from daily parking, monthly parking permits, film company reservations, Special Events, pre-paid events and validated tickets.

3.29 Stack Parking (Traditional)

Parking cars bumper to bumper in parking structure/facility by valets.

3.30 Special Event

An event (e.g. sporting event, performance) that is held after operating hours in a nearby area for which a parking facility is used. All Special Events are subject to County approval.

3.31 Tandem Parking

Two or more vehicles parking in one-lined parking space.

3.32 Tickets

Tickets may consist of all daily, weekly, monthly passes, validations, etc.

3.33 Valet Parking Services

A parking service provided whereby a patron leaves a vehicle at the entrance and parking attendant parks and retrieves the vehicle.

4.0 **OPERATIONAL TASKS**

4.1 **All Facilities**

The Contractor shall fulfill the following operational tasks at all Parking Facilities:

- 4.1.1 Ensure Parking Facilities, gates, doorways, and/or chains are open and/or closed/locked in accordance with the hours as identified in each of the Parking Facilities Specification Sheets, Exhibit C of this Contract;
- 4.1.2 Provide Parking Attendants/Cashiers who are onsite and available during operational hours as required in the Parking Facilities Specification Sheets, Exhibit C of this Contract. Screen incoming vehicles for proper parking permits, if applicable, and ensure parking procedures and designations are adhered to for reserved, designated, carpool and ADA parking spaces. Violations shall be reported to ISD Parking Services within one (1) hour of violation (by telephone and/or email);
- 4.1.3 Direct vehicles to ensure a smooth flow of incoming and exiting traffic, to prevent build-up on entrance/exit lanes (i.e. placing of cones, etc.);
- 4.1.4 Provide directions to alternate Parking Facilities when Parking Facility is full or to accommodate oversized vehicles;
- 4.1.5 Ensure all reserved parking spaces and EV charging stations are used appropriately and all parking is contained within designated parking spaces;
- 4.1.6 Direct vehicles with appropriate ADA placards or license plates to available ADA parking spaces when requested or required;
- 4.1.7 Ensure all vehicles comply with the posted speed limit;
- 4.1.8 Issue warnings to patrons for parking regulation violations Attachment 3 (Warning – Parking Violation), of this SOW;
- 4.1.9 Provide daily vacancy counts for all Parking Facilities to Contract Program Monitor for each facility;
- 4.1.10 Maintain a daily log at each Parking Facility of all “free entries”;
- 4.1.11 Park or move vehicles, when determined to be necessary by ISD Parking Services, to accommodate incoming vehicles and assist patrons exiting (e.g. tandem or aisle parked vehicles);
- 4.1.12 Contact ISD Parking Services by telephone and email for prior approval to tow or move vehicles where no key has been provided;

4.1.13 Post instructions for retrieval of vehicles exiting after hours of operation.

4.2 Operational Tasks for Revenue Parking Facilities

In addition to the operational tasks identified in Subparagraph 4.1, the Contractor shall collect parking fees in accordance with the Parking Rates and issue pre-numbered, sequential, three-part parking tickets, if distributed manually or a one-part ticket from an automated ticketing dispenser (e.g. PARCS).

4.3 Intentionally Omitted

4.4 Operational Tasks for Parking Facilities with PARCS

Contractor shall ensure that the PARCS equipment is functioning properly, including entry/exit gates, ticket supply and POF stations.

4.5 Unscheduled or Additional Work

County may require the Contractor to perform unscheduled or additional work (not listed on Specification Sheets, Exhibit C). Examples of unscheduled or additional work include, but are not limited to, extra cycles of power wash, power wash of stairwells, new signage, etc. Work shall be performed only upon County's request and shall be competitively bid by the Contractor. The Contractor must obtain three (3) written bids from three (3) different vendors for each requested project exceeding \$1,500; all vendors must be provided the same written information, including, but not limited to, specification(s) and/or statement of work at the same time by which to provide a bid. The Contractor shall incur the cost of work and submit invoice(s) to the County for reimbursement. Upon receipt of the invoice(s), the County will inspect work and, if the work is acceptable, issue acceptance. If the work is not acceptable, then the Contractor shall make immediate corrections required to obtain the County's approval until such approval is obtained. County will pay the Contractor within 30 days of final acceptance, approval and receipt of correct and proper invoice. Any corrections made for unacceptable work shall be at the Contractor's expense.

In the event of an emergency or when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contractor shall contact County for approval prior to beginning work and send a written estimate within one (1) business day for approval. Contractor shall submit an invoice to the County's Project Manager within five (5) working days after completion of the work. All unscheduled or additional work shall commence on the written date provided to the Contractor by the County's Project Manager. The Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled or additional work itself or assign the work to another contractor.

5.0 REVENUE HANDLING AND INTERNAL CONTROLS

5.1 Parking Rates

The Contractor shall collect parking fees on a daily basis at all Revenue Generating Parking Facilities. The Contractor shall implement modifications to the Parking Rates as authorized below.

5.1.1 Guest Parking

The Board of Supervisors and Chief Executive Office periodically provide guest parking for meetings, events, etc. at County managed parking facilities, which shall be accommodated by the Contractor. If the parking facility is a revenue share facility, then the Contractor shall invoice the County.

5.1.2 Parking fees

The Contractor shall collect parking fees in accordance with the Parking Rates provided by the County Project Manager from each individual or group who occupies a parking space(s).

5.1.3 Parking Fee Waivers or Reduced Fees

The Board of Supervisors, in their sole discretion, periodically approves reduced parking fees or Parking Fee Waivers at County managed parking facilities. The Contractor shall provide, on the Fifth of every month or following business day, a log for all fee and reduced fee waivers; see Attachment 11 (Fee Waiver/Reduction Event Log), of this SOW.

The Contractor shall not reduce or waive parking fees unless directed by ISD Parking Services subsequent to Board of Supervisors' approval.

5.1.4 Veterans Special License Plates

Vehicles with valid Veterans Special License Plates are exempt from paying the parking fees at all Parking Facilities with the exception of the Parking Facilities that are controlled by an automated system; refer to Attachment 4 (Veterans Special License Plates) of this SOW. This fee exemption shall not apply on weekends or holidays, other than Veterans Day. Parking fees Vehicles entitled to the above exemption shall be subject to any other applicable parking restrictions of the parking facility.

Reduced fees, Parking Fee Waivers or veteran exemptions, as authorized by the County, shall be documented and recorded on the Daily Activity and Revenue Report as described in Subparagraph 6.2 and the Monthly Activity and Gross Revenue Report as described in Subparagraph 6.5.

5.1.5 Weekly and Monthly Fees

The Contractor may sell weekly and monthly parking permits at any Parking Facility where space is available and parking fees corresponding rates have been established. Permits are valid from the

first day of the week and/or month through the last day of the week and/or month. A proration of the parking fees is not allowed. Payments for weekly and monthly parking permits must be in accordance with Subparagraph 5.2, Method of Payment. The Contractor must collect weekly and monthly parking fees in full no later than the first day the permit will be used, and must provide a transaction receipt (to document each transaction).

Monthly proxy cards, hangtags and weekly permits must have a current start and end date when permit is purchased. County will store and issue all monthly permits and proxy cards to Contractor (1) one week before the start of the new month and will collect all unsold permits (1) one week after the new month. Contractor will be responsible for any lost or missing permits.

5.2 Method of Payment

All parking fees shall be collected in cash or credit card. Credit cards may only be accepted at County automated facilities. Weekly and monthly parking fees, film company invoices and space rentals may be paid by personal check made payable to the Contractor. The Contractor shall deposit the checks in County's designated bank account and then reimburse the County by the end of the next business day. Amount shall be recorded on the daily activity report.

In no event shall the Contractor accept partial payment or collateral, such as, but not limited to, keys, identification, or blank checks in lieu of payment for parking fees.

5.3 Cash Collection Devices

The Contractor shall ensure that all revenue collected at each Parking Facility is stored in a locked secure device (e.g. drop box, cash drawer, cash register) which must be pre-approved in writing by the County.

5.4 Collection and Deposit

The Contractor shall collect all parking fees in accordance with Subparagraph 5.2 hereof, Method of Payment. The Contractor shall describe their approach / plan on how they intend to collect, account for and deposit all parking fees collected at each Parking Facility on a daily basis. All deposits must be made by 3:00 p.m. on the following business day into the designated bank account established by the County. Subsequent to the deposit of parking fees, the Contractor shall deliver the bank deposit receipt to ISD Parking Services by 4:00 PM on the following business day at the address identified in Exhibit E, County's Administration. Approach / plan is subject to County review and approval.

5.5 Accounting and Cash Control Procedures

5.5.1 The Contractor shall establish and maintain procedures for the accounting and control of cash from the time of collection to the deposit of parking fees as indicated in this section. All such accounting and cash control procedures shall be submitted by the Contractor to the County

Project Manager for approval at least fifteen (15) days before the contract start date.

- 5.5.2 Daily Cash Control - The Contractor shall design, implement, and maintain a system of internal controls to account for parking facility and office receipts. Tickets must be printed to the County's specifications and will be subject to County approval. The system shall, at a minimum, include the following at each parking facility:
- 5.5.2.1 A secure system for collecting and moving cash from parking facilities and structures to a cash-counting facility and County designated bank.
 - 5.5.2.2 Procedures that keep collected revenue separate from the various operations or parking facilities.
 - 5.5.2.3 Procedures that ensure separation of duties, including separating cashiers and supervisors in County parking facilities from the Contractor's office staff responsible for counting cash and reconciling cash receipts. In order to ensure the required separation of duties, cashiers and supervisors shall not pull reports or reconcile the cash.
 - 5.5.2.4 There will be a minimum of two (2) staff present at all times during counting and reconciling activities to ensure checks and balances and to minimize collusion.
 - 5.5.2.5 Contractor staff assigned to generate revenue reports must be separated from staff responsible for cash counting and deposit preparation duties to avoid forced balancing.
 - 5.5.2.6 Record issued ticket numbers, batch numbers and total tickets sold at each County parking facility on a daily basis.
 - 5.5.2.7 Cash out all POF's and deposit revenues daily.
 - 5.5.2.8 Maintain daily log of all above entries.
 - 5.5.2.9 Contractor must report all overages and shortages daily.
 - 5.5.2.10 Maintain tickets in a manner consistent with industry standards and allow for independent audit verification of reports of gross receipts.
 - 5.5.2.11 Cashiers shall not have more than a total of \$100 on hand when outside the booth.
 - 5.5.2.12 Cashiers must wear aprons that cover the pockets of their clothing. In no event shall Cashiers put parking fees collected in the pocket of their clothing.

5.5.2.13 Personal cash shall be kept separate from the parking fees collected.

5.5.2.14 The Contractor shall provide the County with a monthly report on the purchase and disposition of all parking tickets and permits. Reports shall indicate serial numbers of tickets assigned and sold at each parking facility. The County must be granted access and will periodically audit inventory of used, unused, and retained tickets; transactions; receipts; and records.

5.5.2.15 County, or its Agent, may audit any and all records at any given time without notice.

All funds collected are the property of the County. Contractor is responsible for all funds collected until they are deposited into the County's bank account.

5.5.3 Pay on Foot (POF) Cash Handling

- (2) Two of the Contractor's staff members shall be responsible for emptying pay stations at each automated Parking Facility; funds shall be deposited into the Parking Facility's safe or locked drop box at the end of each shift. Both staff members shall be present to collect, record and maintain any tape or other transaction record maintained by the POF.
- The Contractor shall provide pre-loaded cassettes for POF machines; when one cassette is removed, it shall be replaced with another pre-loaded cassette. Amount of money in pre-loaded cassettes shall be based on the volume and/or needs of each facility.

5.5.4 Credit Card Handling

Credit card payment activities such as physically handling the card, inserting card into card reader(s), swiping, etc. should be performed by the customer, when possible.

When handling of customer payment cards is required (such as during valet or pre-pay modes), the Contractor must ensure that the card is visible to the customer at all times (i.e. performing card swipes, presses, etc.). This will help ensure that the Contractor's personnel cannot use external card readers or other media readers to steal identity, card and/or account information and also help mitigate potential customer claims of fraud against the County.

5.5.5 Manual Mode Operation

If the automated facilities are not operational (such as when credit card processing goes down), the Contractor shall be prepared to switch to manual mode operation by issuing pre-numbered, sequential, three-part parking tickets. The Contractor shall lift the gates, place "cash only" signs outside the parking facility and notify the County Project Manager

immediately via telephone and email. Additionally, the Contractor shall notify all incoming parking patrons of cash only requirement.

5.5.6 Payment Card Industry (PCI) and EMV Data Handling

The County will supply the Contractor with PCI compliant equipment, systems and networks to perform parking operations. The County will also supply the Contractor with EMV-compliant equipment, systems and networks to perform parking operations.

- The Contractor and its staff shall use all County supplied equipment, networks and systems in accordance with the County provided instructions. The Contractor and its staff shall not use any County supplied equipment, networks and systems for any other purpose other than what is required to perform work under this contract.
- The Contractor and its staff shall monitor and safely keep all County supplied equipment, networks and systems which it has access to during the course of performance of work under this contract. The Contractor shall report any actual or potential threat (i.e. broken locks) to the safety and security of any such County supplied equipment, networks and systems to the County Project Manager immediately upon discovery thereof.
- The Contractor, its staff or any third party shall not attach or insert any equipment or other item to or into, or otherwise tamper with, any County supplied equipment, networks or systems. The Contractor shall report tampering with any County supplied equipment, networks or systems to the County Project Manager immediately upon discovery thereof.
- The Contractor, its staff or any third party shall not replace, modify or remove County supplied equipment, networks or systems. The Contractor shall report any such replacement, modification, or removal of any County supplied equipment, networks or systems to the County Project Manager immediately upon discovery thereof.
- The Contractor shall report any abnormalities or anomalies with the functionality of any County supplied equipment, networks or systems to the County Project Manager immediately upon discovery thereof.
- The Contractor and its staff shall adhere to County supplied processes for cash and/or credit transactions and shall comply with all Data Security Guidelines that are applicable to the Contractor under this contract. Any activity by the Contractor or its staff directed toward compromising either EMV or PCI data compliance or accessing any customer credit data will be grounds for prosecution and contract termination.
- Without limiting the other confidentiality provisions of this contract, the Contractor and its staff shall maintain the

confidentiality and security of, and shall not disclose, any County and customer data to which the Contractor has access during the course of its performance under this contract. The Contractor and its staff shall not use any such data for any other purpose other than as strictly required to perform work under this contract.

- Contractor shall perform audits of PARCS on an as needed basis or upon County request.

5.6 Parking Fee Reconciliation

The Contractor shall use a designated room at Parking Facility AP 58A to count parking fees and reconcile revenue with car counts, tickets issued and the automated PARCS report summary, when applicable.

The Contractor shall conduct at least one unscheduled cash count each quarter of the contract year at each Revenue Parking Facility. The Contractor shall provide the County with copies of reconciliation sheets resulting from the unscheduled cash counts for each Parking Facility within five (5) business days after the cash count. The Contractor shall notify the County Project Manager on the morning of all unscheduled cash counts/audits. The County reserves the right to attend any or all unscheduled cash counts/audits.

When discrepancies are found, the Contractor shall complete an internal audit to verify findings within three (3) business days of finding the discrepancy(ies). The Contractor shall recommended corrective action to be taken as a result of audit findings, which must be completed within ten (10) business days and submitted to the County Project Manager for review.

5.7 Tickets and Permits

The Contractor, at its own expense, shall purchase and utilize all parking tickets for automated and manual operations (not to exceed a four (4) month on-hand supply). Tickets shall be printed on recycled paper stock and delivered directly to ISD Parking Services, at the address provided in Exhibit E, County's Administration, of the Contract. ISD Parking Services will then issue the tickets to the Contractor for distribution to each Parking Facility. The Contractor shall disburse individual series of tickets in sequential order to each Parking Facility. A record of the receipt and issuance of sequentially numbered parking tickets shall be provided to the County within one (1) business day from ticket distribution. Any ticket not accounted for shall be considered missing or lost and shall be accounted for accordingly in the Daily Activity and Revenue Report.

When ordering tickets or permits, the Contractor must request that seller provide the County with a duplicate of the purchase requisition. The requisition shall identify the beginning and ending serial numbers of tickets or monthly permits, quantity ordered, and color coding of each ticket series.

The County must approve the format of all tickets and permits prior to the sale of such items to patrons. The Contractor's phone number, web site address and other contact information shall be printed on the tickets and color coded as specified by the County.

5.7.1 Use of Parking Tickets

The Contractor may only sell daily tickets to the general public at any Parking Facility where a Parking Fee is established and excess spaces are available, provided that County parking is not impacted.

The Contractor shall use pre-numbered, sequential, three part parking tickets if distributed manually, and/or a one part parking ticket if generated by a PARCS ticketing dispenser. In the event the PARCS ticketing dispenser is not available, the Contractor shall use three part manual parking tickets. When manually issuing a parking ticket, the Parking Attendants/Cashiers shall place the first part of the parking ticket in the vehicle face-up on the driver side of the dashboard, and the second part on the windshield wiper after annotating the first three digits of the license plate on the back. The Parking Attendants/Cashier shall return the third part of the ticket to their supervisor at the end of their shift.

Any voided parking tickets (all parts of ticket) shall be submitted to the Parking Supervisors at the end of each shift and shall be included in the Daily Activity and Revenue Report.

5.7.2 Missing Tickets

The Contractor shall pay the County for each missing ticket. Missing and out of sequence tickets must be reported on the Daily Activity and Revenue Report. The deduction amount specified in Attachment 2, Performance Requirements Summary (PRS), of this SOW, will be deducted for each missing ticket from the Contractor's invoice or revenue to be paid to the Contractor for the respective Parking Facility.

5.7.3 Lost Tickets for PARCS

The Contractor shall report all patron lost tickets on the Daily Activity and Revenue Report. In the event patron has lost ticket, the Parking Attendant/Cashier shall collect the maximum daily Parking Fee from the patron exiting the respective Parking Facility. The Contractor shall complete a Lost Ticket Claim Form, as specified in Attachment 5 of this SOW, and submit it with the Daily Activity and Revenue Report.

5.7.4 Film Company Parking, Installation of Equipment or Requests to Rent Spaces

Film Company Parking or Installation of Equipment

All requests for filming or installing equipment on County Parking facilities must go through the CEO. The CEO will collect all applicable administrative fees and issue the approved Parking Permit.

A copy of the Contractor's lease agreement between the Contractor and the company shall be provided to the ISD Parking Services one (1) week prior to the start of the contract for review and approval. Once approved by the ISD Parking Services, the Contractor may proceed with using said

agreement for all requests for filming or installing on County Parking Facilities.

A copy of the lease agreement (between the filming or other company), along with a copy of the approved Parking Permit shall be submitted to ISD Parking Services.

Film Company Parking, Installation of Equipment or Requests to Rent Spaces

The Contractor shall reserve all parking requests to rent parking space(s) (for filming, installation of equipment or other requests to rent spaces) and shall collect the applicable parking fees. The rate shall be calculated based on the number of parking spaces rented at two (2) times the daily Parking Fee for the respective Parking Facility. This amount will then be multiplied by the period of time specified on Parking Permit or lease agreement. The Contractor's employees shall record receipt of parking fees on the Daily Activity and Revenue Report. Revenue received shall be submitted to ISD Parking Services no later than the 5th business day of the following month.

The Contractor shall monitor the activities by being present at the respective Parking Facility during the period of time identified on the lease agreement. In addition, the Contractor shall assign a Supervisor to be present during the setup period to ensure crew vehicles are stationed in the proper designated area(s) as outlined in the lease agreement. The Contractor shall.

During operational hours, the Contractor shall ensure that ADA parking spaces are not blocked or used to accommodate requests for spaces; if, however, ADA spaces will need to be blocked, then the Contractor shall ensure that alternate spaces are provided for ADA patrons.

5.7.5 Validated Tickets

Parking Attendants/Cashiers shall not accept validated tickets in exchange for a new ticket to enter the Parking Facility the next day. Parking Attendants/Cashiers shall turn in all validated tickets with the Daily Cashier Report.

5.8 Control of Change Fund, Keys and Cash Drop Boxes

The Contractor shall control and record the issuance of Change Funds, keys to cash drawers and drop boxes by Parking Supervisors to the Parking Attendants/Cashier. The Contractor's Parking Attendant/Cashier shall return Change Funds, keys and logs to Parking Supervisors at the end of each shift.

5.9 Losses

A. Counterfeit Bills

The Contractor shall be responsible for all losses resulting from the deposit of counterfeit bills and/or any illegal method of payment.

In order to minimize losses from counterfeit bills and/or any other form of illegal payment, the Contractor shall develop controls to ensure the integrity of money collected. The method must be reviewed and approved in writing by the County.

B. Non-Automated Facilities

The Contractor shall be responsible for any losses incurred for non-automated facilities; Automated Facilities will be reviewed on a case-by-case basis.

At the County's discretion, the Contractor may not be held responsible for losses that may have been caused by a system glitch or error.

5.10 Refunds

The Contractor shall provide Parking Fee refunds to patrons on the same day, or as otherwise authorized by the County, due to cancelled shows, validations or law enforcement action, etc.

6.0 REPORTS AND LOGS

Contractor may propose their own forms in lieu of the Attachments (i.e. templates) provided in this SOW; however, all Contractor proposed forms must be reviewed and approved by the County prior to use. Additionally, all forms must be submitted electronically to the County in the form of Excel, Word or other County approved format.

6.1 Daily Entry Log

The Contractor's Parking Attendants/Cashiers shall record each free entry into the Parking Facilities by completing Attachment 6 (Daily Entry Log), of this SOW. The Parking Supervisor shall review and approve the log. The log shall be retained by the Contractor as a reference for the County Project Manager.

6.2 Daily Activity and Revenue Report

The Contractor shall submit electronically the Daily Activity and Revenue Report for all facilities by noon of the following business day. The report shall be accompanied by deposit receipts and shall be prepared by the Contractor's employees (other than the Parking Attendants/Cashier and Parking Supervisors).

The report shall at a minimum identify the following:

- Activity and revenue collected daily for each Parking Facility.
- Reconciliation of daily parking fees to the total amount of cash less the cash available at the beginning of the day.
- Discrepancies in such reconciliation shall be identified. Should the County have questions regarding discrepancies, the Contractor must respond within 24 hours.
- The starting and ending parking ticket numbers.
- The parking fees collected from daily, monthly entries, film companies, Special Events and pre-paid events.
- Amount collected from PARCS (e.g. POF, Hand held).

- Cash drop times and amounts.

6.3 Daily Cashiers Report

The Contractor's Parking Attendants/Cashiers shall prepare a Daily Cashiers Report for each Parking Facility by noon of the following business day.

The report shall at a minimum identify the following:

- Starting and ending ticket for each facility and activity counter reading for each shift.
- The amount of the Change Fund received by each Parking Attendant/Cashier upon starting the shift.
- The amount of the Change Fund returned at closing and the total number of activities and tickets for the day.

The Parking Supervisor shall verify the activity counter reading and last parking ticket number at closing. The report shall be submitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. A copy of the Daily Cashier Report shall be provided to the County with the Daily Activity and Revenue Report.

6.4 Credit Card Report

Acceptable forms of credit card payments are American Express, Discover, MasterCard, and Visa. The Contractor shall deliver the PARCS generated credit card transaction report to the County for all automated facilities by noon of the following business day along with the Daily Activity and Revenue Report.

Note: The County will pay for any and all transaction fees associated with the use of credit cards.

6.5 Monthly Activity and Gross Revenue Reports

The Contractor shall provide a Monthly Activity and Revenue Report to the County Project Manager by the 10th of each month. The Report shall include the following information, itemized by Parking Facility and then totaled for all Parking Facilities:

- 6.5.1 The amount of parking fees collected during the previous month;
- 6.5.2 The parking fees collected from daily, monthly entries, film companies, Special Events, pre-paid events;
- 6.5.3 The number and type of free or exempt entries;
- 6.5.4 The number, type and amounts paid for prepaid and monthly entries;
- 6.5.5 The fees paid by validating businesses, if any;
- 6.5.6 The parking ticket series assigned to each Parking Facility and sold during the previous month;
- 6.5.7 The beginning and ending vehicle counts by the automated vehicle counters for the month;

- 6.5.8 Delinquent monthly parking fees by name, customer (specific department or venue), number of days delinquent (30 days, 60 days, etc.) and parking facility.

6.6 Incident Reports

The Contractor's Parking Supervisors shall submit a written report to the County Project Manager of any incident that occurs in a Parking Facility within 24 hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage, the Contractor shall immediately inform the County Project Manager by telephone and email upon the Contractor's notification of incident in addition to submitting a written incident report. The report shall identify the date and time of the incident, the nature of the incident and the individuals and police agency involved, if any and location. The Contractor's staff observing the incident shall prepare the report and the employee's Parking Supervisor shall ensure reports are accurate and complete. The Contractor shall submit the completed Incident Report, Attachment 10 of this SOW, to the County Project Manager by the close of business the same day the incident occurred.

6.6.1 Vehicle Damage Report

The Contractor shall inspect all vehicles in Parking Facilities in the morning and the afternoon each day to record and report any vehicle showing physical damage. The Contractor shall complete the Vehicle Damage Report, Attachment 7 of this SOW, and submit the report to ISD Parking Services before the end of the next business day along with revenue report.

6.7 Daily Vehicle Inventory/Vacancy Counts

The Contractor shall inventory any vehicles remaining in the Parking Facilities at the beginning and end of the operational hours each day and complete the Daily Vehicle Inventory – Beginning and End of Daily Operations Report, Attachment 8 of this SOW, and submit the report to ISD Parking Services before the end of the next business day.

The Contractor shall complete the Vacancy Count, Attachment 12 of this SOW, at the times designated for each facility on a daily basis (vacancy count for parking facilities will be at 10:00 am and 1:00 pm, unless otherwise noted); Report shall be submitted to ISD Parking Services by the 5th of the following month.

6.8 Complaint Log/Hot Line

County will establish and maintain a Complaint Hot Line (213-974-8102) telephone number for receiving complaints regarding the Parking Facilities, the Contractor's staff or any other complaints. The Complaint Hot Line telephone number shall be identified on signs located at each Parking Facility subsequent to approval by County Project Manager. The County will maintain a log containing the date of the complaint, nature of the complaint, and corrective action taken. The Contractor shall provide all necessary information to County Project Manager to address and resolve all complaints received.

6.9 Utilization Reports

The Contractor shall maintain and provide as needed utilization information data based on patrons, employees, jurors or other utilization of the Parking Facilities.

7.0 PARKING FACILITY MAINTENANCE

The Contractor must maintain and clean all Parking Facilities. The following are general descriptions of the maintenance tasks for all Parking Facilities. Frequencies for maintenance tasks are identified in the Parking Facility Specification Sheets, Exhibit C of this Contract. The Contractor shall perform the following tasks:

7.1 Required Maintenance

7.1.1 Parking Facility Sweeping/Cleaning

1. The Contractor shall clean and keep asphalt/concrete floor surfaces, ramps, drive lanes, driveways, crosswalks and parking spaces, including adjacent drive areas within the parking facility free of trash and debris, cobwebs, weeds, oil, grease and other stains/spills. The Contractor shall meet the sweeping/cleaning requirements by using, at a minimum, the following equipment:
 - a. A vacuum sweeper/truck that suctions trash particles and debris when cleaning asphalt-surface facilities.
 - b. A power broom sweeper/truck that utilizes rotating brushes to sweep away dirt and debris build-up when cleaning concrete-surface facilities.
2. The Contractor shall remove oil, grease, and other stains and automotive drips/leaks from Parking Facility surfaces, by using dry clean-up methods (absorbents) within two (2) hours of notification or discovery. Absorbents must be disposed of properly.

7.1.2 Parking Facility Power Washing

The Contractor shall high-pressure wash Parking Facilities, including parking spaces, driveways, ramps, and walkways, and maintain them free from sand and dirt accumulation. The Contractor shall adhere to appropriate regulatory agency standards and all applicable laws and regulations for water run-off/reclamation when power-washing facilities. The Contractor shall meet the high-pressure washing requirements by using, at a minimum, the following equipment:

1. A high power, high-pressure washer with water pressure rated at 250 degrees and 4000 PSI to remove grease and oil stains, gum, loose paint, dust, dirt, and to clean walkway steps and borders.

7.1.3 Solid Waste Collection and Removal of Debris and Litter

The Contractor is responsible for the municipal cost associated with the removal and disposal of all trash or debris from Parking Facility according to all applicable laws and regulations.

1. The Contractor shall collect and remove all solid waste from Parking Facility in accordance with applicable laws and

regulations. Contractor shall also submit any reports as required by State law.

2. The Contractor shall wash or steam clean waste cans and line cans with heavy duty bags of no less than three millimeters thickness.

7.1.4 Graffiti Removal

Graffiti removal shall include the following:

1. Parking Facility – all interior and exterior surfaces
2. Hallways, walkways and stairways – all surfaces
3. Signs – all surfaces
4. Elevator floors, walls, doors and tracks.
5. Rubbish containers

All graffiti and vandalism eradication requests for repainting shall be submitted to the County's Project Manager. County reserves the right to paint surfaces, if appropriate.

7.1.5 Lighting

1. All areas must be properly illuminated when lighting is needed. All fixtures must be clean, clear and free from dust and debris.
2. Replace burnt out tubes, bulbs and starters within twenty-four (24) hours of notification or discovery.
3. Notify County of burnt out ballast, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures within twenty-four (24) hours of notification or discovery.
4. Rope off areas or post signs while an employee is working overhead, to protect the public from walking into the work area.
5. Clean light fixtures and lenses using water, soaps, solvents, cleaning tanks and degreaser on an as needed basis and/or upon the County's request.

7.1.6 Intentionally Omitted

7.1.7 Cleaning of Restrooms (if available)

1. Clean restroom fixtures.
2. Clean and refill all restroom soap and paper dispenser.
3. Spot wash restroom walls, partitions and doors.
4. Remove/clean graffiti and vandalism.
5. Clean sink basins and all surrounding surfaces.
6. Clean restroom mirrors, kick plates, push plates.
7. Clean restroom floors with disinfectant detergent. Set up "wet floor" signs.

8. Clean and sanitize toilets, toilet seats, urinals and waterless urinals with germicidal solution.
 9. Clean base of toilet bowls and below all urinals.
 10. Clean behind toilet bowls and in corners of restroom floors.
 11. Empty waste containers and replace plastic bag. Wash containers inside and outside.
 12. Dust ceiling vents.
 13. The Contractor shall maintain daily log of each facility (as applicable).
- 7.1.8 Cleaning of Stairwells, Elevators, Ramps and Escalators
1. Pick up trash and place in trash container.
 2. Clean and sanitize elevators to remove unsanitary odors and conditions by cleaning floor, walls, and doors.
 3. Sweep and damp mop floor surfaces. Set up “wet floor” signs.
 4. Remove all standing water remaining after the hose down.
- 7.1.9 Furnish, Replace and Install Signs
- Replace damaged, worn or missing signs. County, in its sole discretion, will determine if new and/or replacement signs are needed and notify the Contractor.
- 7.1.10 Furnish, Replace and Install Cones/Markers
1. Furnish and install parking cones and arrows for clarity of traffic flow.
 2. Replace damaged and soiled parking cones as needed.
- 7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars
1. Maintain all painted surfaces including pillars and curbs, as needed.
 2. Re-striping – the Contractor shall submit to County a re-striping/painting schedule, for review and approval, by January of every calendar year.
 3. Re-secure loose wheel stops and replace broken wheel stops and paint to match as needed.
- 7.1.12 Maintenance of Attendant Booth/Office
1. Clean and sanitize booth or office including interior and exterior windows.
 2. Sweep and damp mop floor surface.
 3. Empty all waste containers.
- 7.1.13 Inspection and Maintenance of Fire Extinguishers

1. Maintain the required number of fire extinguishers. Fire extinguishers shall be serviced annually before the expiration date identified by staff licensed by the California Fire Marshal.
2. Inspect each fire extinguisher, sign and date each maintenance tag on a monthly basis. In addition, The Contractor shall maintain a monthly maintenance log on-site. Copy of completed monthly log shall be submitted to the County Project Manager by the end of each month.

7.1.14 Maintenance of PARCS Equipment

Clean exterior of PARCS tickets dispenser daily.

7.1.15 Maintenance, Repair and Replacement of Non-Automated Gate Arms (excluding PARCS Gate Arms)

Maintain and repair gate arms when necessary; replace broken gate arms as soon as possible upon discovery. Contractor bears all costs associated with the maintenance, repair and replacement of all non-PARCS gate arms.

7.1.16 Inspection of Facilities

Perform inspections for all facilities on a daily basis. The Contractor shall complete and maintain the Daily Safety Inspection Log, Attachment 9 of this SOW, on-site.

7.1.17 Maintenance of EVSE Equipment

Clean exterior of EVSE charging stations daily.

7.2 Maintenance Reporting Requirements

- 7.2.1 The Contractor shall contact the PARCS Client Portal via telephone at 844-482-7275 **and** open a ticket via email at service.usa@hubparking.com. The Contractor shall verbally notify the County Project Manager immediately, and in writing within 24 hours upon discovering that the PARCS equipment belonging to the County is in need of repair.

Note: The County will provide the Contractor with a list of basic solutions to troubleshoot issues prior to contacting HUB. In the event of an emergency, or after HUB's business hours, on weekends or on Holiday's, Contractor must call the number above to report issue to activate an immediate response from HUB.

For all non-PARCS County equipment, the Contractor shall notify the County Project Manager verbally within one hour and in writing within 24 hours.

- 7.2.2 The Contractor shall verbally notify the County Project Manager immediately, and in writing within 24 hours upon discovering a water leak or a faulty sprinkler system.

8.0 ACCEPTANCE AND MODIFICATION OF FACILITIES AND SERVICE AREA

8.1 Contractor's Acceptance of Facilities

The County will make every effort to ensure that all facilities are properly maintained as identified in this SOW (prior to the effective begin date of the new contract); however, Contractor acknowledges personal inspection of the Parking Facilities and accepts the Parking Facilities, equipment, etc. in their present physical condition, and understands that there may not be any demands made to the County for any changes to be made before or after commencement of the contract term.

8.2 Modification of Parking Facilities by Contractor

The Contractor shall not make any changes, modifications, alterations or improvements to any County facility without prior written approval from the County Project Manager. The Contractor, at the Contractor's expense, shall immediately restore modifications not previously approved by the County to its original condition. The Contractor's failure to restore the facility shall result in restoration by the County at the Contractor's expense.

9.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

9.1 Electronic Control Equipment

The County will have the right to purchase and install PARCS equipment which may change the Contractor's staffing role and responsibility. County will negotiate such staffing and rates in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

Where available, the Contractor must utilize all County owned PARCS hardware, software and other related equipment including, but not limited to: computers, printers, monitors, cameras, data and electrical conduit and connections.

9.2 Furnished Items

9.2.1 The County will provide the Contractor with a list of County-owned equipment for use during the contract term (i.e. electric carts). County will provide equipment list (for each facility) prior to contract start date. The equipment list will be updated each January during the contract term.

9.2.2 The County will provide and pay for all natural gas, electricity and water consumed in the operation of the Parking Facilities. The County will not be liable for damage or losses that occur by reason of defect or impairment of any utility system, water system, air conditioning apparatus or electrical wires that serve the Parking Facilities. The Contractor shall be liable for material waste of utilities caused by the negligent or intentional acts of its employees. The use of microwaves, toaster ovens, televisions, heaters, etc. by the Contractor and its staff in County provided facilities is prohibited.

9.2.3 The County will furnish the Contractor with an Emergency Contact List.

CONTRACTOR

9.3 Staffing Plan

Final staffing plan shall be submitted to the County Project Manager no later than five (5) business days prior to the contract start date for review and approval. The Staffing Plan shall be compiled for each Parking Facility and shall include the full name and working hours of each employee assigned to each Parking Facility. Prior to any changes in staff, the Contractor shall submit the proposed Staffing Plan to the County Project Manager for approval.

The Contractor shall ensure that all parking facilities are properly staffed at all times, including during breaks and lunches. Parking facilities shall not be left unattended for any reason at any time.

9.4 Staffing

A. Contract Personnel

1. The Contractor shall provide staffing in accordance with the County approved staffing plan. Failure to provide staff as outlined in the County approved staffing plan may be subject to a CDR.

Note: Contractor will be liable for all County incurred costs associated with fulfilling any unmet staffing needs.

2. The Contractor shall ensure that a Parking Supervisor is available during operational hours, as specified on Exhibit C.

Note: On-site supervisors required at some facilities will not fulfill the supervisors needed during operational hours for other facilities. Refer to Exhibit C for supervisor coverage requirements.

3. All of the Contractor's personnel shall be able to effectively communicate in English, both orally and in writing.
4. The Contractor's personnel must be at least eighteen (18) years of age.
5. The Contractor's personnel shall be trained to render a high degree of courteous and efficient service. Contractor is responsible for the conduct, demeanor, and appearance of its employees.
6. The Contractor's personnel shall not bring visitors, any form of weapons, contraband, alcohol, drugs, headphones, audio/visual or print media to the workplace.
7. The Contractor's personnel shall use cell phones only in the event of an emergency.
8. The Contractor's personnel shall not be under the influence of alcohol or drugs; and shall conduct themselves in a reasonable and professional manner at all times.

9. At the County's request, the Contractor shall remove (from the contract in its entirety) any employee who is performing the contract work in an unsatisfactory manner. The County will not be required to state the reason or otherwise justify its request. The Contractor shall provide a replacement by the next business day (or sooner, if necessary in order to meet operational needs).
10. Contractor's personnel who may operate vehicles in the course of their duties must have a current and valid California Driver's License.
11. The Contractor must provide the Contract Compliance Section with a Department of Motor Vehicle (DMV) Driving Record printout for all personnel who may operate vehicles in the course of their duties under this contract within three (3) business days after the contract start date. Thereafter, the Contractor shall provide a DMV Driving Record Report for 50 percent of its employees annually on the contract anniversary date. DMV report shall be at the expense of the Contractor. County may at its sole discretion require the removal of the Contractor's personnel (from the contract(s)) based solely on the findings of the DMV report.
12. Personnel removed from the County Contract(s) cannot be relocated to another County facility/location.
13. The Contractor shall ensure that its personnel exercise care to prevent injury to themselves, patrons and property.
14. The Contractor shall provide and require every on-duty employee (includes Parking Lot Attendants, Cashiers, Supervisors and Customer Assistance employees) to wear a uniform and a County-issued photo identification badge. Uniforms shall consist of shirt, pants, jackets and shoes (open toe and flip flop style sandals are not acceptable).

Uniform must not be covered by outer garments that are not part of the uniform and photo identification badge must be visible at all times (i.e., worn outside of uniform outerwear).

County must review and approve uniforms prior to contract start date.

B. Valet Attendants

Valet attendants shall wear a different colored uniform in order to be easily identifiable.

Uniforms shall consist of shirt, pants, jacket and shoes (open toe or flip flop style sandals are not acceptable).

County must review and approve uniforms prior to contract start date.

C. Parking Supervisors

1. The Contractor shall provide Parking Supervisors as identified in

each Parking Facility Specification Sheet as set forth Exhibit C of this SOW. Parking Supervisors shall be trained and knowledgeable in all aspects of County's Parking Facilities operations.

In addition, the Contractor shall provide the County with a listing of its supervisors, including their cell phone number, for each facility. The list shall be provided to the County at the beginning of the contract and every time there is a change thereafter.

2. Parking Supervisors shall make inspections, answer questions, resolve problems, respond to emergencies, verify cash counts, approve reports, and ensure that the Parking Attendants/Cashiers follow the procedures required by the contract.
3. Parking Supervisors must be able to effectively communicate in English, both orally and in writing.

9.5 Parking Facility Rules and Procedures

The County may provide Parking Facility rules, policies and/or procedures that must be adhered to by the Contractor. Rules, policies and/or procedures shall be posted at each booth/kiosk and will be updated on an as needed basis.

9.6 Training

The Contractor shall provide its personnel with on-going safety, customer service and PARCS training. The Contractor's personnel shall be trained in their assigned tasks to ensure they clearly understand their duties, responsibilities and safe handling of equipment. All equipment shall be checked daily for safety. All contractor personnel must work according to California Occupational Safety and Health Administration (OSHA) standards.

9.7 Contractor's Office

The Contractor shall provide an office in the County of Los Angeles with a landline telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, by at least one (1) employee who must clearly communicate in English both orally and in writing to respond to inquiries and complaints received regarding the Contractor's performance of the contract. When the office is closed or in the event of an emergency, the Contractor's Project Manager shall be available via phone or e-mail.

9.7.1 Automated Facilities

The Contractor shall provide customer service assistance for all automated facilities. In addition, intercom line shall be available to patrons needing assistance.

9.7.2 Non-Automated Facilities

The Contractor shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, or in the event of an emergency, the Contractor's Project Manager shall be available via phone or e-mail

9.8 Equipment

9.8.1 At its own expense, the Contractor shall furnish and maintain fire extinguishers, flares, flashlights, flashlight batteries, radios, cones and first-aid kits approved by the County Project Manager in each Parking Facility.

Note: All fire extinguishers shall be properly maintained by the Contractor in accordance with applicable maintenance laws and/or requirements.

9.8.2 The Contractor may supplement the County's existing equipment, security gates, and perimeter fencing/cable barriers by providing any additional equipment that is required for optimum operation at the Contractor's expense provided, however, that County must approve any new equipment being proposed to be installed by the Contractor.

9.8.3 Any equipment provided by the County is limited to be used with care as designed. The Contractor shall be held responsible for costs of any repair or replacement that results from misuse or neglect.

9.9 Signs

The Contractor shall furnish signs for all Parking Facilities, informing the public of the Parking Fee and the name and telephone number of the Contractor. The signs shall be posted at the entrance of each Parking Facility and any other necessary location. The signs must be reviewed and approved in advance by the County Project Manager.

9.10 Telephone Service

The Contractor shall, at its own expense, provide wireless communications at all Parking Facilities to communicate with the Parking Attendants/Cashiers and shall provide its staff with a list of telephone numbers for emergency services for Parking Supervisors. The Contractor shall allow the County Project Manager reasonable use of the telephone equipment in the course of the County Project Manager's duties.

9.11 Data Lines

The Contractor shall, at its own expense, install data lines at the respective Parking Facilities below to have the ability to send and receive emails (e.g. guest parking, fee waivers, etc.).

Region 2
AP 12, AP 29, and AP 45

9.12 Emergency Call Instructions

Procedures for informing employees of whom to contact and what to do in the event of emergency shall be posted in each cashier booth located at all Parking Facilities and Contractor offices.

9.13 Regulatory Permits/Certifications

The Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications (e.g. business license) necessary to provide services pursuant to this contract. All licenses, permits and regulatory certifications must be valid throughout the term of the contract. All permits and certifications are subject to verification.

9.14 Meetings

The Contractor shall attend monthly Music Center and Grand Park meetings. In addition, the Contractor may also be required to attend unscheduled and/or last minute meetings that may be held for Special Events.

Additionally, it is the Contractor's responsibility to notify the County of all meetings they are scheduled to attend for County-related projects (e.g. for Special Events, standard monthly meetings, etc.).

9.15 Safety

Maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous conditions noted by the Contractor shall be immediately corrected. If the responsibility for causing correction does not fall to the Contractor pursuant to the Agreement, Contractor shall immediately report the condition to Parking Services

Perform all work in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA.

9.16 Transition Requirements:

The current contractor is required, upon written notification from County, to provide phase-in, phase-out services for up to sixty (60) calendar days after the contract expires or is terminated. After notification from the County, Contractor is required to:

- Cooperate in good faith with County in determining the nature and extent of the services, including the development of a mutually acceptable transition plan;
- Provide sufficient, experienced personnel during the transition period to ensure that all services called for by the Contract are maintained at the specified level of contract performance.
- Cooperate with County in allowing as many personnel as practical to remain on the job to enhance the continuity and consistency of the services called for by the contract.

The County is required to reimburse the incumbent contractor for all reasonable transition costs.

10.0 ADDITION/DELETIONS/MODIFICATIONS OF PARKING FACILITIES, STAFFING, SPECIFIC TASKS AND/OR WORK HOURS

County reserves the right to add/delete/modify Parking Facilities, adjust the quantity of Parking Facilities within each Region, change the staffing requirements and/or operating

hours of Parking Facilities during the contract term. All changes will be made in accordance with Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments, of the Contract.

11.0 CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor shall establish, maintain, and utilize a comprehensive written Quality Control Plan to assure the County a consistently high level of service throughout the term of the contract.

- 11.1 Method of monitoring and frequency to ensure that contract requirements are being met.
- 11.2 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.
- 11.3 Methods for continuing to ensure services to the County in the event of a strike by the Contractor's employees.
- 11.4 Method of resolving problems or complaints from the time it was received to the time it was resolved.
- 11.5 Process used from the time a formal complaint or CDR was received to the time it was resolved and completed.

12.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

12.1 Monthly Meetings

The Contractor is required to attend scheduled monthly meetings and any emergency meetings as scheduled by the County Project Manager.

12.2 Contract Discrepancy Report (Attachment 1)

Verbal notification of a contract discrepancy will be made to the Contract Project 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 Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) 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 Project Manager within ten (10) business days.

12.3 County Observations

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.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listing of services used in the Performance Requirements Summary (PRS) Chart, Attachment 2, 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 that defined in the contract and the SOW. In any case of apparent inconsistency between services as stated in the contract and the SOW and this 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:

- 13.1 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.
- 13.2 Reduce payment to the Contractor by the amount identified as the assessment fee in the PRS.
- 13.3 Failure of the Contractor within ten (10) days to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified shall constitute authorization for the County to have the services performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services, 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 days written notice with or without cause, as provide for in the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.42, Termination for Convenience.

14.0 GREEN INITIATIVES

- 14.1 The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 14.2 The Contractor shall notify County's Project Manager of the Contractor's new green initiatives prior to the contract commencement.

15.0 DELIVERABLES

The Contractor shall provide all deliverables in written hard copy unless otherwise approved by County in accordance with the below matrix:

DELIVERABLE	SECTION	DUE DATE
Bank Deposit Receipt	5.4	Next business day by 4 pm
Accounting and Cash Control Procedures	5.5.1	15 business days prior to contract start date
Parking Fee Reconciliation	5.6	5 business days after cash count/audit conducted
Daily Activity & Revenue Report	6.2	Daily (M-F) next business day by noon
Monthly Activity and Gross Revenue Report	6.5	10 th of each month for the previous month
Incident Report	6.6	Within 24 hours of incident
Parking Vehicle Damage Report	6.6.1	End of next business day
Daily Vehicle Inventory	6.7	End of business day
Final Staffing Plan	9.3	5 business days prior to the contract start or prior to proposed change in staff.
DMV Driving Record Printout for employees who may operate vehicles	9.4.A.9	3 business days after contract start date
DMV Driving Record Printout for 50% of employees who may operate vehicles	9.4.A.9	Annually on contract anniversary

CONTRACT ADMINISTRATION DIVISION
PARKING SERVICES SECTION

CONTRACT DISCREPANCY REPORT

Parking Facility Location: _____ Today's Date: _____

Contractor: _____ Contract Monitor: _____

Date of Discrepancy: _____ Arrival Time: _____

Time of Discrepancy: _____ Departure Time: _____

Contract/SOW Paragraph Number and Description: _____

PRS Chart Number/Description (if applies): _____

Description of Discrepancy: _____

Monitor Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

County Project Manager Signature: _____ Date: _____

DATE TRANSMITTED TO CONTRACTOR: _____ VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative Date

COUNTY ACTIONS: _____

DATE CONTRACTOR WAS NOTIFIED OF ACTION: _____ VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

Key to Performance Requirements Summary:

Column 1: Contract or Statement of Work Section reference;
 Column 2: Description of the performance required to satisfy the Contract;
 Column 3: How the Contractor's performance may be monitored by the Contract Project Monitor;
 Column 4: Description of allowable deviation from Performance Standard;
 Column 5: The amount that may be assessed per Discrepancy Report unless a per hour, per day or other measure of damages is specified;
 Column 6: Assessment amount for 2nd violation;

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW SECTION 4.0 OPERATIONAL TASKS					
SOW 4.1.1	Ensure Parking Facilities open/close procedures per Parking Facility Specification Sheets.	Observation	None	\$50 per Parking Facility not opened/closed per specification sheet.	\$75 per Parking Facility not opened/closed per specification sheet on 2 nd violation.
SOW 4.1.2	Vehicles in Parking Facilities have proper parking permits.	Observation	None	\$50 for each vehicle in Parking Facility without proper parking permits.	\$75 for each vehicle in Parking Facility without proper parking permits on 2 nd violation.
SOW 4.1.14	Contacting ISD Parking Services prior to towing or moving.	County notification	None	\$50 for each occurrence when ISD Parking Services is not notified.	\$75 for each occurrence when ISD Parking Services is not notified on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 4.3.1	Provide valet services for all performances on an as needed basis according to the Parking Rate Schedule.	Observation and/or County knowledge of valet services not provided	None	\$100 for each performance not providing valet services.	\$125 for each performance not providing valet services on 2 nd violation.
SOW 4.3.2	Provide and use key security system.	Observation	None	\$50 per individual occurrence where keys are not in key security system.	\$75 per individual occurrence where keys are not in key security system on 2 nd violation.
SOW SECTION 5.0 REVENUE HANDLING AND INTERNAL CONTROLS					
SOW 5.1.2	Collect Parking Fees according to the Parking Rate Schedule.	Observation and Reports	None	\$25 for each occurrence of incorrect fee collected or no ticket issued.	\$50 for each occurrence of incorrect fee collected or no ticket issued on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 5.1.3	Collect Board-approved Parking Fee Waivers or Reduced Fees.	Observation and Reports	None	\$50 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted.	\$75 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted on 2 nd violation.
SOW 5.1.5	Sell monthly parking permits and issue receipts.	Observation and Reports	None	\$50 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County.	\$75 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County on 2 nd violation.
SOW 5.2	Collect all fees in cash for non-automated lots.	Observation and Reports	None	\$50 per transaction when cash is not collected for non-automated lots.	\$75 per transaction when other payment methods other than cash received without authorization by County on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 5.2 & 5.4	Collect fees in accordance with the Parking Rate Schedule and deposit fees into designated bank account by 3:00 p.m. the following business day, with a receipt to ISD Parking Services by 4:00 p.m. the following business day.	Review of records	None	\$1,000 for each day fees are not deposited in designated bank account by noon the following business day.	\$1,250 for each day fees are not deposited in bank account by noon the following business day on 2 nd violation.
SOW 5.6	Conduct unscheduled cash counts and provide County with reconciliation sheet within five (5) business days of count.	Report tracking	None	\$25 per day, each day report is late.	\$50 per day, each day report is late on 2 nd violation.
SOW 5.7	Purchase parking tickets and deliver to ISD Parking Services.	Observation	None	\$25 per ticket not purchased and delivered accordingly.	\$50 per ticket not purchased and delivered accordingly on 2 nd violation.
SOW 5.7	Record the receipt and issuance of sequentially numbered parking tickets within one (1) business day from distribution to Parking Facilities.	Observation	None	\$25 per day, per Parking Facility each day receipt of tickets was not provided.	\$50 per day, per Parking Facility each day receipt of tickets was not provided on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 5.7.1	Contractor shall use pre-numbered, sequential, three-part parking tickets (if distributed manually) or one-part parking ticket generated by Parking Access & Revenue Control System.	Review or records; observation	None	\$100 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly.	\$125 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly on 2 nd violation.
SOW 5.7.2	Report missing and out-of-sequence tickets on Daily Activity and Revenue Report.	Review of Daily Activity & Rev report	None	\$25 per missing ticket on Daily Activity & Revenue report.	\$50 per missing ticket on Daily Activity & Revenue report on 2 nd violation.
SOW 5.7.3	Report lost tickets on Daily Activity and Revenue Report and collect maximum daily Parking Fee from patron.	Review of Daily Activity & Rev report	None	\$100 per lost ticket on Daily Activity & Revenue report.	\$125 per lost ticket on Daily Activity & Revenue report on 2 nd violation.
SOW 5.10	Provide Parking Fee refund for canceled shows and validations.	Report reconciliation Patron/Visitor complaint	None	\$50 for each occurrence of Parking Fees not refunded or incorrect refund given.	\$75 for each occurrence of Parking Fees not refunded or incorrect refund given on 2 nd violation.
SOW SECTION 6.0 REPORTS AND LOGS					
SOW 6.0	Provides accurate reports in accordance with dates identified.	Report receipt & reconciliation	None	\$50 per day report is late and/or \$50 per incorrect report.	\$75 per day report is late and/or \$50 per incorrect report on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW SECTION 7.0 PARKING FACILITY MAINTENANCE					
SOW 7.1	100% completion of maintenance tasks at frequency identified in Parking Facilities Specification Sheets and SOW.	Observation	None	\$50 per day per Parking Facility with outstanding maintenance task not completed.	\$75 per day per Parking Facility with outstanding maintenance task not completed on 2 nd violation.
SOW SECTION 9.0 RESPONSIBILITIES					
SOW 9.4.A.1	Parking Facilities shall be staffed in accordance with the County approved Staffing Plan.	Observation	None	\$100 minimum per occurrence for the first two hours when staffing is below required levels; \$50 every hour thereafter until proper staffing levels are met.	\$100 minimum per occurrence for the first two hours when staffing is below required levels; \$50 every hour thereafter until proper staffing levels are met
SOW 9.4.A.12	Contractor's personnel removed by the County cannot be relocated to another County facility/location.	Inspection/ Observation	None	\$500 per occurrence per day if staff removed from one facility is relocated to another facility.	\$750 per occurrence per day on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 9.4.A.14	All employees must wear identification badges and uniform shirt displaying company name/logo at all times.	Observation	None	\$75 per employee per day.	\$100 per employee per day on 2 nd violation.
SOW 9.8	Contractor shall provide and maintain all equipment identified in SOW.	Observation	None	\$25 per occurrence for each Parking Facility with incomplete equipment.	\$50 per occurrence for each Parking Facility with incomplete equipment on 2 nd violation.
SOW 9.9	Furnish permanent Parking Facility signs identifying facility number, fees, Contractor's name and ISD Parking Services complaint line. All signs shall be approved by CPM.	Observation	None	\$50 per sign missing.	\$75 per sign missing on 2 nd violation.
SOW SECTION 11.0 CONTRACTORS QUALITY CONTROL PLAN					
SOW 11.0	Contractor must be in compliance with and maintain a current quality control plan.	Review of records; observation	None	\$50 for each day Contractor not in compliance with plan or plan is outdated.	\$75 for each day Contractor not in compliance with plan or plan is outdated on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW SECTION 12.0 QUALITY ASSURANCE PLAN					
SOW 12.1	Contractor shall attend scheduled monthly meetings or as needed meeting with ISD Parking Services.	Attendance	10 minutes or phone notification of late arrival	\$25 per missed meeting.	\$50 per missed meeting on 2 nd violation.
CONTRACT SECTION					
Contract 5.4.4	Submit two (2) copies of invoice and required reports by the 15 th calendar day of the month following month of service.	Review of invoices and reports	None	\$50 per day, per invoice when late.	\$75 per day invoice is late on 2 nd violation.
Contract 7.3	Contractor requests/receives County approval before making staff changes.	Inspection and observation	None	\$100 per staff change made without prior approval by the County.	\$125 per staff change made without approval by County on 2 nd violation.
Contract 7.4	All employees must wear identification badges.	Inspection and observation	None	\$50 per employee not wearing a badge during 1 st violation.	\$75 per employee not wearing a badge on 2 nd violation during second occurrence (regardless of whether it's that particular employees' 1 st violation).

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
Contract 7.5	All Contractor's staff must undergo a background investigation prior to working on the County Contract.	Report on File	None	\$100 per employee per day working on the County Contract without successfully completing a background investigation check.	\$125 per employee per day working on the County Contract without successfully completing a background investigation check on 2nd violation.
Contract 8.24.2.6	Contractor shall report all incidents, claims or suits to the County within 24 hours of occurrence.	County knowledge of incident or occurrence	None	\$150 per failure to report and submit complete incident reports, claim or suit.	\$175 per failure to report incident and submit complete incident reports, claim or suit on 2nd violation.

WARNING

PARKING VIOLATION

22761

YOU ARE ILLEGALLY OR IMPROPERLY PARKED FOR ONE OR MORE OF THE FOLLOWING REASONS AND ARE SUBJECT TO BEING TOWED AWAY AT YOUR EXPENSE.

- ☐ No Proof of payment
- ☐ Improperly Parked _____
- _____
- ☐ Parked in a "No Parking" zone
- ☐ Parked in disabled Persons' Space (Without I.D.)
- ☐ Parked in Reserved Parking Area
- ☐ Blocking entrance to building or driveway (Fire Department Regulation)
- ☐ Vehicle Not in Acceptable Condition
- ☐ Other Message _____
- _____
- ☐ _____

L.A. COUNTY HAS RECORDED YOUR LICENSE PLATE

☐ THIS VEHICLE WILL BE TOWED ON: Day _____
Date _____ Time _____

A copy of this notice is on file. We urge you to conform to our parking rules to avoid future inconvenience and expense to yourself.

Date _____ Time _____ By _____

Location _____

MAKE	
MODEL	COLOR
LIC NO.	STATE YR
OTHER ID	
TOWED BY	DATE TOWED

Veterans Special License Plates

Los Angeles County Code 15.64.446

County-owned or operated parking facilities – Fee Exemption for vehicles with veterans special license plates

Notwithstanding any other provision of this code, vehicles displaying valid veterans special license plates issued pursuant to the provisions of California Vehicle Code sections 5007(a)(2) (disabled veteran), 5101.3 (Pearl Harbor survivor), 5101.4 (Medal of Honor and Distinguished Service Cross), 5101.5 (former American prisoner of war), 5101.6 (Congressional Medal of Honor), or 5101.8 (Purple Heart recipient) shall be exempt from the payment of parking fees at any county-owned or county-operated public parking lots during such days and times that parking fees at such lots are required to be deposited into a parking meter or paid directly to a parking attendant, but not where entrance or exit from the involved lot is controlled solely by an automated system. This fee exemption shall not apply on weekends or holidays, other than Veterans Day, to the extent that parking fees are otherwise payable on such days. Vehicles subject to the above fee exemption shall nonetheless be subject to any other restrictions pertaining to parking at the involved location. (Ord. 2007-0071 § 1, 2007.)

5007(a)(2) (Disabled Veteran)



5101.3 (Pearl Harbor Survivor)



5101.4 (Medal of Honor and Distinguished Service Cross)



5105.5 (Former American Prisoner of War)



5101.6 (Congressional Medal of Honor)



5108.8 (Purple Heart Recipient)



Lost Ticket Claim Form

Date:

Contractor Name:

Auto Park Number:

Patron Name:

Vehicle Make/Model:

Vehicle License Plate Number:

Driver's License Number:

Replacement Ticket Number:

Signature:

DAILY FREE ENTRY LOG

LOCATION: _____

DAY: _____

DATE: _____

ATTENDANT: _____ SUPERVISOR: _____

	PATRON/EMPLOYEE NAME	ORGANIZATION	EMPLOYEE# (IF APPLICABLE)	PATRON/EMPLOYEE SIGNATURE	VEHICLE LICENSE PLATE#/ COUNTY VEHICLE#	PHONE#	JUSTIFICATION
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

VEHICLE DAMAGE REPORT

Parking Facility Number: _____

Date: _____ Time: _____

License Plate Number	Make of Vehicle	Model of Vehicle	Location of Vehicle in Parking Facility	Notable Damage

Completed by: _____
(Name and Title)

Parking Facility Number: _____

Date: _____ Time: _____ AM/PM (Circle)

License Plate Number	Make of Vehicle	Model of Vehicle	Comments

Completed by: _____

(Name and Title)

Page __ of __

DAILY SAFETY INSPECTION

[illegible]

COMMENTS:

INSPECTED BY:

Date of Report:	Date of Incident:	Time of Incident:	
Name and Position of Person Completing Report:			
<u>LOCATION:</u>			
Parking Lot Number:	Parking Level (if applicable):	Parking Space Number (if applicable):	
<u>PERSONS INVOLVED:</u>			
Person 1			
Name:	Sex: M <input type="checkbox"/> F <input type="checkbox"/>	County Employee: Y <input type="checkbox"/> N <input type="checkbox"/>	Phone No.:
Vehicle Make & Model:		Color of Vehicle:	License Plate Number:
Name & Phone Number of Insurance Company:			Policy Number:
Person 2			
Name:	Sex: M <input type="checkbox"/> F <input type="checkbox"/>	County Employee: Y <input type="checkbox"/> N <input type="checkbox"/>	Phone No.:
Vehicle Make & Model:		Color of Vehicle:	License Plate Number:
Name & Phone Number of Insurance Company:			Policy Number:
Please include separate sheet, if additional space is required.			
<u>Damages/Injuries:</u>			
Damages: Y <input type="checkbox"/> N <input type="checkbox"/>	Police Report Completed: Y <input type="checkbox"/> N <input type="checkbox"/>		Law Enforcement Agency:
Injury: Y <input type="checkbox"/> N <input type="checkbox"/>	Type of Injury:		Medical Attention Required: Y <input type="checkbox"/> N <input type="checkbox"/>
<u>Description of Incident:</u>			

- ❖ Please notify ISD Parking Services immediately at 213-974-9505.
- ❖ E-mail report and pictures to ISD Parking Services at ISDParkingRequest@isd.lacounty.gov

Month Year

ATTACHMENT 11

[illegible]

ISD

PARKING SERVICES SECTION

Auto Park Vacancy Counts

	Public	Other	Employee		Public	Other	Employee
Date	FKK	FKK	FKK		FKK	FKK	FKK
1/1/2020							
1/2/2020							
1/3/2020							
1/4/2020							
1/5/2020							
1/6/2020							
1/7/2020							
1/8/2020							
1/9/2020							
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			Compensation Method			
Parking Facilities	Address	Type of Lot	Monthly Mgt Fee Effective 01/01/19	Monthly Revenue Sharing Effective 01/01/19**	Monthly Mgt Fee Effective 01/01/20 and Beyond	Monthly Revenue Sharing Effective 01/01/20 and Beyond**
11A	220 North Broadway	Management	\$4,591.43	N/A	\$4,821.00	N/A
12	211 West Temple Street (Hall of Justice)	Management	\$19,150.25	N/A	\$20,107.76	N/A
22*	232 North Grand Avenue (Nate's Lot)	Management	\$4,355.58	N/A	\$4,573.36	N/A
29	313 North Figueroa (Health Services Building)	Management	\$14,060.86	N/A	\$14,763.90	N/A
45	725 North Spring Street (China Town)	Management	\$9,692.01	N/A	\$10,176.61	N/A
55	1601 Eastlake Avenue (Juvenile Hall)	Management	\$11,214.41	N/A	\$11,775.13	N/A
58A	721 North Spring Street (Alameda Garage)	Management	\$16,654.31	N/A	\$17,487.03	N/A
	Special Event Revenue (non-business hours)			39.00%		42.00%
75A	429 Bauchet Street (Men's Central Jail)	Management	\$33,709.39	N/A	\$35,394.86	N/A
75B	429 Bauchet Street (Men's Central Jail)	Management	\$20,447.42	N/A	\$21,469.79	N/A
75C	441 Bauchet Street (Men's Central Jail)	Management	\$19,804.42	N/A	\$20,794.64	N/A
97	3350 Aerojet Avenue	Management	\$9,647.65	N/A	\$10,130.03	N/A
Total Monthly Management Fee - Region 2			\$163,327.73	39.00%	\$171,494.12	42.00%

Notes

***Maintenance services only**

****Monthly Revenue Sharing proposed percentages must be the same for each of the applicable parking facilities within its corresponding region.**

Contractors percentage of adjusted gross revenue (Total revenue received from all parking transactions including but not limited to Parking Fees collected from daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets less City of Los Angeles taxes, credit card fees and value of fee waivers or reduce fee value).

Hourly Rates	Hourly Rates Effective 01/01/19	Hourly Rates Effective 01/01/20 and Beyond
Supervisor	<u>\$28.37</u>	<u>\$29.79</u>
Attendant	<u>\$23.31</u>	<u>\$24.48</u>
Cashier	<u>\$23.31</u>	<u>\$24.48</u>

Hourly rates are to include all labor and administrative cost, overhead, benefits, equipment, materials and profit.

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.

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #11A
220 North Broadway
Los Angeles, CA 90012**

Days & Hours of Operation	
Monday thru Friday	7:00 AM to 4:00 PM

Sufficient Coverage During Hours of Operation
Cashiers
7:00 AM - 4:00 PM
Attendants
None
Supervisor
Available during operational hours

Type of Parking Facility: Management Fee

Description: This is a surface lot. The facility has one entrance and one exit lane. Patrons pre-pay the full daily fee on entry and may receive a refund on exit.

Usage & Number of Spaces
Usage: ADA Public
Parking Spaces: 6

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
N/A	N/A	N/A	N/A	N/A	N/A	1	N/A

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Vacuum Sweep	Once a week
7.1.2 Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lots	Daily
7.1.17 Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

Los Angeles County Parking Facility #12 - Hall of Justice
211 West Temple Street
Los Angeles, CA 90012

Type of Parking Facility: Management Fee

Description: This facility is a ten level parking structure. There are five levels below grade and five levels above grade. The facility has one entrance/exit on Broadway and one entrance/exit on Spring.

Days & Hours of Operation

Monday thru Friday	6:00 AM to 6:30 PM
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Sufficient Coverage During Hours of Operation

Cashiers

None

Attendants

6:00 AM to 6:30 PM on Broadway
6:00 AM to 6:30 PM on Spring Street

Supervisor

Available during operational hours

Usage & Number of Spaces

Usage: Employee/Authorized Visitor

Parking Spaces: 979

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
10	2	3	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper	Once a week
7.1.2 Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	Within 24 Hours of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lots	Daily
7.1.17 Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

Los Angeles County Parking Facility #22 - Nate's Lot
232 North Grand Avenue
Los Angeles, CA 90012

Type of Parking Facility: Management Fee

Description: This facility is a surface lot. The facility has one entrance and one exit lane. Contractor to provide maintenance only.

Days & Hours of Operation

N/A

Usage & Number of Spaces

Usage: Executive Office Guests

Parking Spaces: 18

Sufficient Coverage During Hours of Operation
Cashiers
None
Attendants
None
Supervisor
None

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	2	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Vacuum Sweep	Once a week
7.1.2 Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lots	N/A
7.1.17 Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #29 -
Health Services Administration
313 North Figueroa
Los Angeles, CA 90012**

Type of Parking Facility: Management Fee

Description: This facility is a four level above grade parking structure. The facility has one entrance/exit on Fremont Street and one entrance/exit on Figueroa. Patrons pre-pay the full daily fee on entry on the Figueroa side and may receive a refund on exiting.

Days & Hours of Operation

Monday thru Friday	5:30 AM to 6:30 PM
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Sufficient Coverage During Hours of Operation

Cashiers

5:30 AM to 6:30 PM (Fremont side)

Attendants

5:30 AM to 6:30 PM (Figueroa side)

Supervisor

Available during operational hours

Usage & Number of Spaces

Usage: Authorized Visitor/Employee/Public

Parking Spaces: 755

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
4	5	0	0	All	0	2	0

Maintenance

Frequency

7.1.1	Parking Facility Sweeping/Cleaning - Power Broom Sweeper	Once a Week
7.1.2	Power Washing	Once a Year
7.1.3	Removal of Debris & Litter	Daily
7.1.4	Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5	Lighting	Within 24 Hours of Notification
7.1.6	Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7	Cleaning of Restrooms	N/A
7.1.8	Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9	Furnish, Replace and Install Signs	As-Needed
7.1.10	Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11	Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12	Maintain Attendant Booths/Office	Daily.
7.1.13	Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14	Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15	Maintenance and Repair of Gate Arms	N/A
7.1.16	Inspection of Lot	Daily
7.1.17	Maintenance of EVSE Equipment	Daily

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

Los Angeles County Parking Facility #45 - Chinatown
725 North Grand Avenue
Los Angeles, CA 90012

Days & Hours of Operation	
Monday - Friday	5:30 AM to 7:00 PM
Saturday and Sunday	9:00 AM to 7:00 PM

Sufficient Coverage During Hours of Operation	
Monday - Friday	Saturday & Sunday
Cashiers	
5:30 AM to 7:00 PM	9:00 AM to 7:00 PM
Attendants	
None	
Supervisor	
Available during operational hours	

Type of Parking Facility: Management Fee

Descripton: This facility is a surface lot. The facility has one entrance and one exit lane. Patrons pre-pay the full daily fee on entry and may receive a refund upon exiting.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Public
Parking Spaces: 212

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booths	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Vacuum Sweep	Once a Week
7.1.2 Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	Daily
7.1.17 Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

**Los Angeles County Parking Facility #55 - Juvenile Hall
1601 Eastlake Avenue
Los Angeles, CA 90033**

Type of Parking Facility: Management Fee

Description: This facility has one two-level and one three- level above-grade parking structures with a surface lot. The facility has one entrance lane and one exit lane.

Days & Hours of Operation	
Monday thru Friday	6:00 AM to 4:00 PM

Sufficient Coverage During Hours of Operation	
Cashiers	
None	
Attendants	
6:00 AM to 4:00 PM	
Supervisor	
Available during operational hours	

Usage & Number of Spaces
Usage: Authorized Visitor/Employee
Parking Spaces: 516

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
2 - 3	3	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper and Vacuum Sweep	Once a Week
7.1.2 Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	Within 24 Hours of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	As soon as possible
7.1.16 Inspection of Lot	Daily
7.1.17 Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

Los Angeles County Parking Facility #58A
721 North Spring Street
Los Angeles, CA 90012

Type of Parking Facility: Management Fee

Description: This facility is a four-level parking structure. There is one entrance and one exit lane on Spring Street. Event fee is paid upon entry. Contractor is responsible for cleaning levels 2 - 4.

Days & Hours of Operation

Monday thru Friday	6:00 AM to 7:00 PM
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Sufficient Coverage During Hours of Operation

Cashiers

Hourly as needed for event(s)

Attendants

6:00 AM to 7:00 PM

Supervisor

Available during operational hours

Usage & Number of Spaces

Usage: Employee/Events during non-business hours
Parking Spaces: 308

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
3	3	1	0	All	0	N/A	1

Maintenance

Frequency

7.1.1	Parking Facility Sweeping/Cleaning- Power Broom Sweeper	Once a Week
7.1.2	Power Washing	Once a year
7.1.3	Removal of Debris & Litter	Daily
7.1.4	Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5	Lighting	Within 24 Hours of Notification
7.1.6	Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7	Cleaning of Restrooms	N/A
7.1.8	Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9	Furnish, Replace and Install Signs	As-Needed
7.1.10	Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11	Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12	Maintain Attendant Booths/Office	As-Needed.
7.1.13	Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14	Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15	Maintenance and Repair of Gate Arms	N/A
7.1.16	Inspection of Lot	Daily
7.1.17	Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

Los Angeles County Parking Facility #75A - Men's Central Jail
429 Bauchet Street
Los Angeles, CA 90012

Days & Hours of Operation	
Monday thru Sunday	24 hours per day

Sufficient Coverage During Hours of Operation	
Monday - Friday	Saturday, Sunday & Holidays
Cashiers	
6:00 AM to 2:00 PM	6:00 AM to 6:00 PM
2:00 PM to 10:00 PM	2:00 PM to 10:00 PM
10:00 PM to 6:00 AM	10:00 PM to 6:00 AM
*Attendants	
6:00 AM to 2:00 PM	6:00 AM to 2:00 PM
2:00 PM to 10:00 PM	2:00 PM to 10:00 PM
10:00 PM to 6:00 AM	10:00 PM to 6:00 AM
Supervisor	
Available during operational hours	

Type of Parking Facility: Management Fee

Descripton: This facility consists of the lower level of a two level structure. The facility has one entrance lane and one exit lane.

Usage & Number of Spaces
Usage: Employee/Public
Parking Spaces: 391

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Attendant	Office
1	6	0	0	All	1	1	1

*** This facility is a 24/7 operation; therefore attendants listed above provide maintenance, patrol, and relief for AP 75A, 75B, and 75C.**

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper	Once a Week
7.1.2 Power Washing	Once a Year
7.1.3 Trash Removal	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	Within 24 Hours of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	Daily
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	Daily
7.1.17 Maintenance of EVSE Equipment	Daily

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

Los Angeles County Parking Facility #75B - Men's Central Jail
429 Bauchet Street
Los Angeles, CA 90012

Days & Hours of Operation	
Monday thru Sunday	24 hours per day

Sufficient Coverage During Hours of Operation	
Monday - Friday	Saturday, Sunday & Holidays
Cashiers	
None	
Attendants	
6:00 AM to 2:00 PM	6:00 AM to 2:00 PM
2:00 PM to 10:00 PM	2:00 PM to 10:00 PM
10:00 PM to 6:00 AM	10:00 PM to 6:00 AM
Supervisor	
Available during operational hours	

Type of Parking Facility: Management Fee

Description: This facility consists of the upper level of a two level structure. The facility has one entrance lane and one exit lane.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee/Overflow Public
Parking Spaces: 365

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
1	6	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning- Power Broom Sweeper	Once a Week
7.1.2 Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	Within 24 Hours of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	Daily
7.1.17 Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

Los Angeles County Parking Facility #75C - Men's Central Jail
441 Bauchet Street
Los Angeles, CA 90012

Days & Hours of Operation	
Monday thru Sunday	24 hours per day

Sufficient Coverage During Hours of Operation	
Monday - Friday	Saturday, Sunday & Holidays
Cashiers	
None	
Attendants	
6:00 AM to 2:00 PM	6:00 AM to 2:00 PM
2:00 PM to 10:00 PM	2:00 PM to 10:00 PM
10:00 PM to 6:00 AM	10:00 PM to 6:00 AM
Supervisor	
Available during operational hours	

Type of Parking Facility: Management Fee

Description: This facility is a ten level above grade parking structure. The facility has one entrance and one exit lane. There is no public parking at this facility.

Usage & Number of Spaces
Usage: Employee Only
Parking Spaces: 964

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
10	1	3	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper	Once a Week
7.1.2 Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	Within 24 Hours of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators. Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	Daily
7.1.17 Maintenance of EVSE Equipment	Daily

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 2**

EXHIBIT C

Los Angeles County Parking Facility #97 - DPSS El Monte
3350 Aerojet Avenue
El Monte, CA 91731

Type of Parking Facility: Management Fee

Description: This facility is a seven level above grade parking structure. The facility has one entrance and one exit. Contractor provides staffing only.

Days & Hours of Operation

Monday thru Friday 6:30 AM - 6:30 PM

***Minimum Coverage Requirements During Hours of Operation**

***Attendants**

(1) 6:30 AM - 3:00 PM

(1) 7:00 AM - 11:00 AM

(1) 2:30 PM - 6:30 PM

Supervisor

Available during operational hours

Usage & Number of Spaces

Usage: Employee/Public

Parking Spaces: 813

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*** Coverage requirements based on tenant's request.**

Maintenance		Frequency
7.1.1	Parking Facility Sweeping/Cleaning	N/A
7.1.2	Power Washing	N/A
7.1.3	Removal of Debris & Litter	N/A
7.1.4	Graffiti Removal / Paint	N/A
7.1.5	Lighting	N/A
7.1.6	Repair Pot Holes & Spalling Concrete	N/A
7.1.7	Cleaning of Restrooms	N/A
7.1.8	Cleaning of Stairwells, Elevators, Escalators	N/A
7.1.9	Furnish, Replace and Install Signs	N/A
7.1.10	Furnish, Replace and Install Cones/Markers	N/A
7.1.11	Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.12	Maintain Attendant Booths/Office	N/A
7.1.13	Inspection and Maintenance of Fire Extinguishers	N/A
7.1.14	Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15	Maintenance and Repair of Gate Arms	N/A
7.1.16	Inspection of Automated Lots	N/A
7.1.17	Maintenance of EVSE Equipment	N/A

CONTRACTOR'S EEO CERTIFICATIONPCAM, LLC dba Parking Company of America (PCA)

Contractor Name

3165 Garfield Ave, Los Angeles, CA 90040

Address

202264403

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"/> |

Eric Chaves President

Authorized Official's Printed Name and Title


Authorized Official's Signature12/31/18
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Christie Carr
Title: Contracts Division Manager
Address: 1100 N Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-3101 Facsimile: (323) 415-821
E-Mail Address: CCarr@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ritu Sehgal
Title: Section Manager
Address: 500 W. Temple Street, Room B-95
Los Angeles, CA 90012
Telephone: (213) 974-9403 Facsimile: (213) 625-0182
E-Mail Address: Rsehgal@isd.lacounty.gov

COUNTY CONTRACT PROJECT MONITORS:

Name: Various
Title: County Contract Monitors
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (213) 974- 9505 Facsimile: (213) 625-0182
E-Mail Address: N/A

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** PCAM, LLC dba Parking Company of America (PCA)**CONTRACT NO:** 104707**CONTRACTOR'S PROJECT MANAGER:**Name: Ricardo DelgadoTitle: Director of OperationsAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (213) 798-7459Facsimile: (213) 622-9007E-Mail Address: rdelgado@parkpca.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Aaron ChavesTitle: Vice President of OperationsAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (949) 235-3773Facsimile: (213) 622-9007E-Mail Address: aaronchaves@parkpca.comName: Joseph "Pep" ValdesTitle: Executive Vice PresidentAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (562) 862-2118 EXT 210Facsimile: (213) 622-9007E-Mail Address: pvaldes@parkpca.com**Notices to Contractor shall be sent to the following:**Name: Eric ChavesTitle: PresidentAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (562) 862-2118 EXT 205Facsimile: (213) 622-9007E-Mail Address: echaves@parkpca.com

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 PCAM, LLC dba Parking Company of America (PCA) Contract No. 104707

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: 12 / 31 / 18

PRINTED NAME: _____

POSITION: _____

*Eric Chavez**President*

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

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
 - 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.

Page 2 of 3

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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



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?

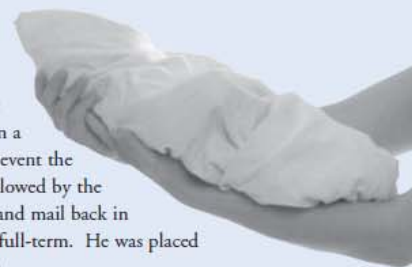
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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 2.201 LIVING WAGE PROGRAM

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 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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- 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. [16](#) 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;
 - 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.

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- 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 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.)

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2.201.060 - Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

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

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or

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Chapter 2.201 LIVING WAGE PROGRAM

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, Eric Chaves President
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by PCAM, LLC dba Parking Company of America (PCA)
Company or Subcontractor
on the Los Angeles County Contract that during the payroll period commencing on the
Service, Building or Work Site
1st day of January, and ending the 31st day of
Calendar Day of Month Month and Year Calendar Day of Month
December 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
PCAM, LLC dba Parking Company of America (PCA) 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:

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

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

Eric Chaves President

Owner or Company Representative Signature:

[Signature]

12/31/18
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.



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PCAM, LLC dba PARKING COMPANY OF AMERICA

FOR

PARKING FACILITIES MANAGEMENT SERVICES – REGION 3

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- J Living Wage Ordinance
- K Living Wage Rate Annual Adjustments
- L Payroll Statement of Compliance

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PCAM, LLC dba PARKING COMPANY OF AMERICA
FOR
PARKING FACILITIES MANAGEMENT SERVICES**

This Contract ("Contract") made and entered into this 20th day of November, 2018 by and between the County of Los Angeles, hereinafter referred to as County and PCAM, LLC dba Parking Company of America (PCA), hereinafter referred to as "Contractor". PCA is located at 3165 Garfield Avenue, Los Angeles, California 90063.

RECITALS

WHEREAS, the County may contract with private businesses for Parking Facilities Management Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Parking Facilities Management Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Parking Facilities Management Services; and

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

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

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, and L 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 B - Pricing Schedule
- 1.3 Exhibit C - Parking Facility Specification Sheets
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 Exhibit J - Living Wage Ordinance
- 1.11 Exhibit K - Living Wage Rate Annual Adjustments
- 1.12 Exhibit L - Payroll Statement of Compliance

This Contract constitutes 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 Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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.

2.1.1.1 **Adjusted Gross Revenue:** Total revenue received from all parking transactions including but not limited to parking fees collected for daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets, less City of Los Angeles taxes and value of fee waivers or reduced fee value. In the event the Board of Supervisors approves Parking Fee Waivers or Reduced Fees, the adjusted gross revenue shall include the value of approved full and partial Parking Fee Waivers, Guest Parking Fee exemptions and Veterans License Plate fee exemptions, less any applicable City of Los Angeles taxes and credit card fees.

2.1.1.2 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.3 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.4 **Contract Compliance Section:** The section of ISD responsible for ensuring compliance of the Contract.

- 2.1.1.5 **Contract Discrepancy Report:** A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.
- 2.1.1.6 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.1.7 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract. Must be available via phone and/or e-mail 24 hours a day, seven (7) days a week. Shall designate another manager during their absence.
- 2.1.1.8 **County Auditor-Controller:** Auditor-Controller Department, Los Angeles County.
- 2.1.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract.
- 2.1.1.10 **County Project Director:** Person authorized by the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.1.11 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.1.12 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.13 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.1.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.15 **Internal Services Department (ISD):** The County Department responsible for administration of the Contract.

- 2.1.1.16 **ISD Parking Services Section:** Section within ISD responsible for daily operation of the Contract.
- 2.1.1.17 **Management Fee Parking Facilities:** Facilities where the Contractor is paid a fixed monthly rate for operations and maintenance of a Parking Facility.
- 2.1.1.18 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.1.19 **Regions:** Grouping of facilities within areas of Los Angeles County.
- 2.1.1.20 **Revenue Share Percentage:** Percentage of Adjusted Gross Revenue paid to the Contractor by County for management and operation of specific Parking Facilities.
- 2.1.1.21 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.22 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.23 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

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 in herein.
- 3.2 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 (3) years commencing upon execution by County's Board of Supervisors, 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 (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director of ISD.

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 County's Project Manager when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 Contractor shall be paid in accordance with Exhibit B (Pricing Schedule) Parking Facilities Management Services, of this Contract.

5.2 Written Approval for Reimbursement

- 5.2.1 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, or 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.

5.3 No Payment for Services Provided Following Expiration-Termination of Contract

5.3.1 The Contractor shall have no claim against 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 County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

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

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule), itemizing monthly management fee amounts and monthly revenue share percentage.

5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

Contractor shall submit charges for Additional Staff requested by the County in accordance with Exhibit B (Pricing Schedule), for each additional staff level, i.e.,

attendant, cashier, supervisor. This charge shall include wages, overhead, management cost, benefits, and profit.

- 5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service (Contractor will be paid in arrears).

No invoice will be approved for payment unless Exhibit L (Payroll Statement of Compliance) is included with voice.

- 5.4.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063

Attention: Contract Unit Supervisor, Finance, Room 222

5.4.6 **County Approval of Invoices**

Complete and accurate invoices submitted by the Contractor for payment must have the written approval of the County's Project 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.

5.5 **Cost of Living Adjustments (COLA's)**

- 5.5.1 If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased for Management Fee Lots annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. There will be no adjustment based on Revenue Sharing. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA

pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

- 6.2.1 The role of the County's Project Director may include:
 - 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

- 6.3.1 The role of the County's Project Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

- 6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project 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 Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis. Contractor's Project Manager must be available via phone and/or e-mail 24 hours a day, seven (7) days a week and shall designate another manager during their absence.

7.3 Approval of Contractor's Staff

- 7.3.1 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 Project Manager.
- 7.3.2 Contractor shall immediately remove any Contractor's staff assigned to a County Facility upon County's request.

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor shall notify the County in writing within one (1) business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing a Contract Discrepancy Report with damages assessed as described in the Performance Requirement Summary contained in Exhibit A (Statement of Work).

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract (i.e. parking lot attendants, front office attendant, human resources employee, etc.), who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal

conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

Note: background investigations conducted by other County departments are non-transferable and will not be considered for this Contract.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation; all information will be kept confidential by the County and will not be provided to the Contractor or Contractor's staff.

Note: A background check will be conducted on all of the Contractor's employees, regardless of when the last background check was conducted.

7.5.2 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 County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and

against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work hereunder including but not limited to, adding/deleting staff, adding/deleting Parking Facilities, installation of automated equipment, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or

change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.3 The Director of ISD or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD or his/her designee.

8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B (Pricing Schedule), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

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 County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee 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 effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling

interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 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 County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

- 8.3.1 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

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (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

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

8.5.2 Complaint Procedures

8.5.2.1 Within seven (7) business days after the Contract effective date, the Contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

8.5.2.4 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.

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.

8.5.2.6 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.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day 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 County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 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 Los Angeles 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 fifty thousand dollars (\$50,000) or more in any twelve (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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (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, 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

8.10.1 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 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 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 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.

- 8.12.4.2 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 of Supervisors.
- 8.12.4.3 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 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 (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 8.12.4.6 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

- 8.13.1 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 Exhibit I, 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.

Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to 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 contracts 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(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board 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 Grounds

- 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 or 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 thirty (30) days after the occurrence.
- 8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by 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 prepared pursuant to Paragraph 8.1 (Amendments) and received

via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments 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

8.19.1 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 contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both 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 contractor to meet the required performance schedule. As used in this subparagraph, 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, Jurisdiction, and Venue

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

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 Paragraph 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 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.

Contractor's duty to indemnify the County shall survive the expiration or earlier termination of this agreement.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days (or otherwise agreed to by the County Project Manager) 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 upon request.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 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.

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

County of Los Angeles
Internal Services Department, Contracting
Division
1100 North Eastern Avenue
Los Angeles, CA 90063

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim

or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that 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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (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.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. 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 contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any

subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 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 (3) years following Contract expiration, termination or cancellation.

8.24.12 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.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Garage Insurance** (written on ISO form CA 00 05 or its equivalent), naming County and its Agents as an additional insured, with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$1 million

Per Accident: \$2 million

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractor's "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": \$1,000,000 each accident

C. Garage keepers Liability:

Coverage shall apply on the Direct Primary basis, and include Comprehensive and Collision coverages, with limits no less than \$40,000 per vehicle.

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 one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Crime Coverage

A Fidelity Bond or Crime Insurance Policy with limits of on less than \$2,000,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.5 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, 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 Department Head, 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 specified in the Attachment 2 (Performance Requirements Summary (PRS) of Exhibit A (Statement of Work Exhibits) 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 (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 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 Paragraph 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

- 8.27.1 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 Nondiscrimination 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 it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) 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 five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

- 8.30.1 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 (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

- 8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of ISD, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

- 8.32.1 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 Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely

Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

- 8.34.1 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 (10) days prior written notice thereof to the other party. The Director of ISD, 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

- 8.35.1 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 Paragraph 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 (RFP) 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 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order 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:
- 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 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 (5) 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 Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (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) 8.38.3 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 (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's

dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 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 (5) 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 Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or

transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

County of Los Angeles
Internal Services Division
Contracting Division, Contracts Section
1100 North Eastern Avenue
Los Angeles, CA 90063

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to 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 (10) 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:

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

8.42.2.2 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 Paragraph 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 County's Project Director:

8.43.1.1 Contractor has materially breached this Contract;
or

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 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 Paragraph 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 Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) 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 Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, 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:
 - 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal

Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 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 Paragraph 8.45 (Termination for Insolvency) 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 County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in 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

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

8.48 Validity

8.48.1 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 Waiver

- 8.49.1 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 paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 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.
- 8.50.2 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.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

Unless contractor qualifies for an exemption or exclusion, 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 Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 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 (10) 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.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Integrated Pest Management Program Compliance

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Exhibit 22 (Integrated Pest Management Program Compliance Certification) in Appendix D (Required Forms), that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Paragraph 8.55 (Integrated Pest Management Program Compliance) and at: www.lacountyipm.org.

8.55.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name

- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

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 Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 **Payment of Living Wage Rates**

- 9.1.2.1 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 K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract:
- 9.1.2.2 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 forty (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 thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 9.1.2.3 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.

- 9.1.2.4 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.
- 9.1.2.5 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 in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the contractor shall promptly provide such information. The contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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 contractor's 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 one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the contractor.
 - 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 fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the contractor.
 - 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 Los Angeles 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 subparagraph 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 Employee Retention Rights

1. The contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a contractor.
 3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the contractor's other employees.

9.1.12 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient

information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors 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 of Supervisors thereof, the day and year first above written.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 NOV 20 2018

CONTRACTOR: PCAM, LLC DBA
PARKING COMPANY OF AMERICA (PCA)

By _____
Name

Executive Vice President
Title

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER



COUNTY OF LOS ANGELES

By Gail Kuhl
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

By Danya Ruiz
Deputy

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By Danya Ruiz
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [Signature]
Principal Deputy County Counsel

78858

EXHIBIT A

STATEMENT OF WORK

FOR

PARKING FACILITIES MANAGEMENT SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor shall provide Parking Facilities Management Services to County managed Parking Facilities listed in Exhibit B, Pricing Schedule of the Contract. The services shall include all staff, supervision, supplies, reports and accounting records to operate and maintain Parking Facilities as set forth in Exhibit C (Parking Facilities Specification Sheets), of this Contract.

2.0 DAYS/HOURS OF OPERATION

The Contractor shall provide all services required by the County in accordance with the days and hours of operation identified in each of the Parking Facilities Specification Sheets, Exhibit C of this Contract.

2.1 Holiday Work Schedule

The Contractor may be required to provide staff on County recognized holidays or to provide services or maintenance services for Parking Facilities as specified in Exhibit C (Parking Facilities Specification Sheets), of this Contract.

2.2 Special Events

The Contractor shall provide services for Special Events and programs (as determined by the County) on any day of the week, within 24 hours after County has given contractor notice of such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs. The Contractor shall obtain the County Project Manager's approval of applicable Special Event rate and ticket distribution no less than one business day prior to the Special Event.

In the event that additional staffing is required and rescheduling of employee shifts is not possible (e.g. Performances held at AP 16), the County will pay for additional staffing required for said event, except for facilities which are identified as Revenue Share on Exhibit C (subject to review and approval by the County). Coverage requirements will be determined by the County, event manager and/or the Contractor.

2.3 Annual List of Events

Number of events per year, per location, which may vary on an annual basis. There are no guarantees as to the minimum number of events held per year at each location. Schedule of events will be provided to the Contractor when available.

3.0 DEFINITIONS

3.1 American Disabilities Act (ADA) Accessible Parking

Parking spaces that meet requirements under the ADA and are identified in blue and with ADA symbol marking.

3.2 Automated Facilities

Facilities that use the County's automated parking revenue collection and management system, referred to as PARCS, which consists of automated cashiering stations that are used for payment of parking tickets, referred to as POF machines.

3.3 Cashier

Person responsible for collecting parking revenue and issuing parking tickets.

3.4 CEO

Chief Executive Office - County of Los Angeles.

3.5 Change Fund

Amount of cash each Revenue Parking Facility receives at the beginning of each day.

3.6 Contract Compliance Section

The section of ISD responsible for ensuring compliance of contract.

3.7 Contract Discrepancy Report (CDR)

A document written by the County Project Manager to identify key performance indicators of the contract that the Contractor has not met during the contract term.

3.8 County Recognized Holidays

The County Recognized Holidays are:

- New Year's Day (January 1),
- Martin Luther King's Birthday (Third Monday in January),
- Presidents Day (Third Monday in February),
- Cesar Chavez Day (Last Monday of March),
- Memorial Day (Last Monday in May),
- Independence Day (July 4),
- Labor Day (First Monday in September),
- Indigenous Peoples Day (Second Monday in October),
- Veteran's Day (November 11),
- Thanksgiving holidays (Fourth Thursday and Friday in November),
- Christmas Day (December 25).

3.9 Credit Card

A card issued by a bank or business authorizing cardholder to pay for goods or services on credit.

3.10 Data Security Guidelines

(a) All applicable security standards and guidelines that may be published from time to time by any credit card association, the National Automated Clearing House Association, any credit card issuer, any credit card processor, including the Automated Clearing House operating rules, the most current EMV and Payment Card Industry (PCI)-Data Security Standard (DSS) and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of the County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) the most recent standards from time to time published by County's Chief Information Security Officer and provided by the County Project Manager to the Contractor.

3.11 Europay, MasterCard and Visa (EMV)

Europay, MasterCard and Visa (EMV) is a global standard for card equipped with computer chips and technology used to authenticate chip-card transactions.

3.12 Electric Vehicle Charging Station

An electric vehicle charging station is equipment that connects an electric vehicle (EV) to a source of electricity to recharge electric cars, neighborhood electric vehicles and plug-in hybrids.

3.13 Incident

Any occurrence in connection with this contract or a Parking Facility involving theft, bodily injury, property damage, or vandalism, and/or fire or law enforcement authorities.

Incidents may also include issues with a public patron, or the County's or the Contractor's staff.

3.14 Key Security System

System of control which includes a secured location (e.g. lock box) for vehicles keys when held by the Contractor for valet parking, stacked parking, etc.

3.15 Management Fee Parking Facility

Parking Facilities which are operated and maintained for a fixed monthly rate to be paid by County to the Contractor. Some Management Fee facilities may include revenue handling.

3.16 Non-Automated Facilities

Manual facilities that are operated without an automated system.

3.17 PARCS

Parking Access and Revenue Control System (PARCS) is County's automated parking revenue collection and management system.

3.18 PARCS Client Portal

Central point of contact for the Contractor to report PARCS related incidents.

3.19 Parking Attendant

Person who services customers by directing patrons/vehicles entering/exiting Parking Facilities, provides minor maintenance/cleaning needs and reports problems and incidents.

3.20 Parking Rates

Schedule of all parking fees approved by the County of Los Angeles' Board of Supervisors.

3.21 Parking Supervisor

Person responsible for the supervision of contracted staff including but not limited to Parking Lot Attendants, Cashiers and other staff.

3.22 Pay on Foot (POF) Station

Automated cashiering station, a part of PARCS, used for payment and validation of parking tickets at automated Parking Facilities.

3.23 PCI

Payment Card Industry.

3.24 PCI-DSS

Payment Card Industry Data Security Standard, which is updated as new security requirements are implemented.

3.25 Performance Requirements Summary

Identifies key performance indicators of the contract that will be evaluated by the County to ensure that contract performance standards are met by the Contractor and deduction/fees to be applied for non-compliance with the contract.

3.26 Pre-Pay Mode

Designated hours when patrons pay parking fees in advance and receive a parking voucher to enter Parking Facility.

3.27 Region

Geographic group of Parking Facilities defined by the County that require Parking Services.

3.28 Revenue Parking Facility

Parking Facilities which generate revenue from all parking transactions including but not limited to parking fees collected from daily parking, monthly parking permits, film company reservations, Special Events, pre-paid events and validated tickets.

3.29 Stack Parking (Traditional)

Parking cars bumper to bumper in parking structure/facility by valets.

3.30 Special Event

An event (e.g. sporting event, performance) that is held after operating hours in a nearby area for which a parking facility is used. All Special Events are subject to County approval.

3.31 Tandem Parking

Two or more vehicles parking in one-lined parking space.

3.32 Tickets

Tickets may consist of all daily, weekly, monthly passes, validations, etc.

3.33 Valet Parking Services

A parking service provided whereby a patron leaves a vehicle at the entrance and parking attendant parks and retrieves the vehicle.

4.0 **OPERATIONAL TASKS**

4.1 **All Facilities**

The Contractor shall fulfill the following operational tasks at all Parking Facilities:

- 4.1.1 Ensure Parking Facilities, gates, doorways, and/or chains are open and/or closed/locked in accordance with the hours as identified in each of the Parking Facilities Specification Sheets, Exhibit C of this Contract;
- 4.1.2 Provide Parking Attendants/Cashiers who are onsite and available during operational hours as required in the Parking Facilities Specification Sheets, Exhibit C of this Contract. Screen incoming vehicles for proper parking permits, if applicable, and ensure parking procedures and designations are adhered to for reserved, designated, carpool and ADA parking spaces. Violations shall be reported to ISD Parking Services within one (1) hour of violation (by telephone and/or email);
- 4.1.3 Direct vehicles to ensure a smooth flow of incoming and exiting traffic, to prevent build-up on entrance/exit lanes (i.e. placing of cones, etc.);
- 4.1.4 Provide directions to alternate Parking Facilities when Parking Facility is full or to accommodate oversized vehicles;
- 4.1.5 Ensure all reserved parking spaces and EV charging stations are used appropriately and all parking is contained within designated parking spaces;
- 4.1.6 Direct vehicles with appropriate ADA placards or license plates to available ADA parking spaces when requested or required;
- 4.1.7 Ensure all vehicles comply with the posted speed limit;
- 4.1.8 Issue warnings to patrons for parking regulation violations Attachment 3 (Warning – Parking Violation), of this SOW;
- 4.1.9 Provide daily vacancy counts for all Parking Facilities to Contract Program Monitor for each facility;
- 4.1.10 Maintain a daily log at each Parking Facility of all “free entries”;
- 4.1.11 Park or move vehicles, when determined to be necessary by ISD Parking Services, to accommodate incoming vehicles and assist patrons exiting (e.g. tandem or aisle parked vehicles);
- 4.1.12 Contact ISD Parking Services by telephone and email for prior approval to tow or move vehicles where no key has been provided;

4.1.13 Post instructions for retrieval of vehicles exiting after hours of operation.

4.2 Operational Tasks for Revenue Parking Facilities

In addition to the operational tasks identified in Subparagraph 4.1, the Contractor shall collect parking fees in accordance with the Parking Rates and issue pre-numbered, sequential, three-part parking tickets, if distributed manually or a one-part ticket from an automated ticketing dispenser (e.g. PARCS).

4.3 Intentionally Omitted

4.4 Operational Tasks for Parking Facilities with PARCS

Contractor shall ensure that the PARCS equipment is functioning properly, including entry/exit gates, ticket supply and POF stations.

4.5 Unscheduled or Additional Work

County may require the Contractor to perform unscheduled or additional work (not listed on Specification Sheets, Exhibit C). Examples of unscheduled or additional work include, but are not limited to, extra cycles of power wash, power wash of stairwells, new signage, etc. Work shall be performed only upon County's request and shall be competitively bid by the Contractor. The Contractor must obtain three (3) written bids from three (3) different vendors for each requested project exceeding \$1,500; all vendors must be provided the same written information, including, but not limited to, specification(s) and/or statement of work at the same time by which to provide a bid. The Contractor shall incur the cost of work and submit invoice(s) to the County for reimbursement. Upon receipt of the invoice(s), the County will inspect work and, if the work is acceptable, issue acceptance. If the work is not acceptable, then the Contractor shall make immediate corrections required to obtain the County's approval until such approval is obtained. County will pay the Contractor within 30 days of final acceptance, approval and receipt of correct and proper invoice. Any corrections made for unacceptable work shall be at the Contractor's expense.

In the event of an emergency or when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contractor shall contact County for approval prior to beginning work and send a written estimate within one (1) business day for approval. Contractor shall submit an invoice to the County's Project Manager within five (5) working days after completion of the work. All unscheduled or additional work shall commence on the written date provided to the Contractor by the County's Project Manager. The Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled or additional work itself or assign the work to another contractor.

5.0 REVENUE HANDLING AND INTERNAL CONTROLS

5.1 Parking Rates

The Contractor shall collect parking fees on a daily basis at all Revenue Generating Parking Facilities. The Contractor shall implement modifications to the Parking Rates as authorized below.

5.1.1 Guest Parking

The Board of Supervisors and Chief Executive Office periodically provide guest parking for meetings, events, etc. at County managed parking facilities, which shall be accommodated by the Contractor. If the parking facility is a revenue share facility, then the Contractor shall invoice the County.

5.1.2 Parking fees

The Contractor shall collect parking fees in accordance with the Parking Rates provided by the County Project Manager from each individual or group who occupies a parking space(s).

5.1.3 Parking Fee Waivers or Reduced Fees

The Board of Supervisors, in their sole discretion, periodically approves reduced parking fees or Parking Fee Waivers at County managed parking facilities. The Contractor shall provide, on the Fifth of every month or following business day, a log for all fee and reduced fee waivers; see Attachment 11 (Fee Waiver/Reduction Event Log), of this SOW.

The Contractor shall not reduce or waive parking fees unless directed by ISD Parking Services subsequent to Board of Supervisors' approval.

5.1.4 Veterans Special License Plates

Vehicles with valid Veterans Special License Plates are exempt from paying the parking fees at all Parking Facilities with the exception of the Parking Facilities that are controlled by an automated system; refer to Attachment 4 (Veterans Special License Plates) of this SOW. This fee exemption shall not apply on weekends or holidays, other than Veterans Day. Parking fees Vehicles entitled to the above exemption shall be subject to any other applicable parking restrictions of the parking facility.

Reduced fees, Parking Fee Waivers or veteran exemptions, as authorized by the County, shall be documented and recorded on the Daily Activity and Revenue Report as described in Subparagraph 6.2 and the Monthly Activity and Gross Revenue Report as described in Subparagraph 6.5.

5.1.5 Weekly and Monthly Fees

The Contractor may sell weekly and monthly parking permits at any Parking Facility where space is available and parking fees corresponding rates have been established. Permits are valid from the

first day of the week and/or month through the last day of the week and/or month. A proration of the parking fees is not allowed. Payments for weekly and monthly parking permits must be in accordance with Subparagraph 5.2, Method of Payment. The Contractor must collect weekly and monthly parking fees in full no later than the first day the permit will be used, and must provide a transaction receipt (to document each transaction).

Monthly proxy cards, hangtags and weekly permits must have a current start and end date when permit is purchased. County will store and issue all monthly permits and proxy cards to Contractor (1) one week before the start of the new month and will collect all unsold permits (1) one week after the new month. Contractor will be responsible for any lost or missing permits.

5.2 Method of Payment

All parking fees shall be collected in cash or credit card. Credit cards may only be accepted at County automated facilities. Weekly and monthly parking fees, film company invoices and space rentals may be paid by personal check made payable to the Contractor. The Contractor shall deposit the checks in County's designated bank account and then reimburse the County by the end of the next business day. Amount shall be recorded on the daily activity report.

In no event shall the Contractor accept partial payment or collateral, such as, but not limited to, keys, identification, or blank checks in lieu of payment for parking fees.

5.3 Cash Collection Devices

The Contractor shall ensure that all revenue collected at each Parking Facility is stored in a locked secure device (e.g. drop box, cash drawer, cash register) which must be pre-approved in writing by the County.

5.4 Collection and Deposit

The Contractor shall collect all parking fees in accordance with Subparagraph 5.2 hereof, Method of Payment. The Contractor shall describe their approach / plan on how they intend to collect, account for and deposit all parking fees collected at each Parking Facility on a daily basis. All deposits must be made by 3:00 p.m. on the following business day into the designated bank account established by the County. Subsequent to the deposit of parking fees, the Contractor shall deliver the bank deposit receipt to ISD Parking Services by 4:00 PM on the following business day at the address identified in Exhibit E, County's Administration. Approach / plan is subject to County review and approval.

5.5 Accounting and Cash Control Procedures

5.5.1 The Contractor shall establish and maintain procedures for the accounting and control of cash from the time of collection to the deposit of parking fees as indicated in this section. All such accounting and cash control procedures shall be submitted by the Contractor to the County

Project Manager for approval at least fifteen (15) days before the contract start date.

- 5.5.2 Daily Cash Control - The Contractor shall design, implement, and maintain a system of internal controls to account for parking facility and office receipts. Tickets must be printed to the County's specifications and will be subject to County approval. The system shall, at a minimum, include the following at each parking facility:
- 5.5.2.1 A secure system for collecting and moving cash from parking facilities and structures to a cash-counting facility and County designated bank.
 - 5.5.2.2 Procedures that keep collected revenue separate from the various operations or parking facilities.
 - 5.5.2.3 Procedures that ensure separation of duties, including separating cashiers and supervisors in County parking facilities from the Contractor's office staff responsible for counting cash and reconciling cash receipts. In order to ensure the required separation of duties, cashiers and supervisors shall not pull reports or reconcile the cash.
 - 5.5.2.4 There will be a minimum of two (2) staff present at all times during counting and reconciling activities to ensure checks and balances and to minimize collusion.
 - 5.5.2.5 Contractor staff assigned to generate revenue reports must be separated from staff responsible for cash counting and deposit preparation duties to avoid forced balancing.
 - 5.5.2.6 Record issued ticket numbers, batch numbers and total tickets sold at each County parking facility on a daily basis.
 - 5.5.2.7 Cash out all POF's and deposit revenues daily.
 - 5.5.2.8 Maintain daily log of all above entries.
 - 5.5.2.9 Contractor must report all overages and shortages daily.
 - 5.5.2.10 Maintain tickets in a manner consistent with industry standards and allow for independent audit verification of reports of gross receipts.
 - 5.5.2.11 Cashiers shall not have more than a total of \$100 on hand when outside the booth.
 - 5.5.2.12 Cashiers must wear aprons that cover the pockets of their clothing. In no event shall Cashiers put parking fees collected in the pocket of their clothing.

5.5.2.13 Personal cash shall be kept separate from the parking fees collected.

5.5.2.14 The Contractor shall provide the County with a monthly report on the purchase and disposition of all parking tickets and permits. Reports shall indicate serial numbers of tickets assigned and sold at each parking facility. The County must be granted access and will periodically audit inventory of used, unused, and retained tickets; transactions; receipts; and records.

5.5.2.15 County, or its Agent, may audit any and all records at any given time without notice.

All funds collected are the property of the County. Contractor is responsible for all funds collected until they are deposited into the County's bank account.

5.5.3 Pay on Foot (POF) Cash Handling

- (2) Two of the Contractor's staff members shall be responsible for emptying pay stations at each automated Parking Facility; funds shall be deposited into the Parking Facility's safe or locked drop box at the end of each shift. Both staff members shall be present to collect, record and maintain any tape or other transaction record maintained by the POF.
- The Contractor shall provide pre-loaded cassettes for POF machines; when one cassette is removed, it shall be replaced with another pre-loaded cassette. Amount of money in pre-loaded cassettes shall be based on the volume and/or needs of each facility.

5.5.4 Credit Card Handling

Credit card payment activities such as physically handling the card, inserting card into card reader(s), swiping, etc. should be performed by the customer, when possible.

When handling of customer payment cards is required (such as during valet or pre-pay modes), the Contractor must ensure that the card is visible to the customer at all times (i.e. performing card swipes, presses, etc.). This will help ensure that the Contractor's personnel cannot use external card readers or other media readers to steal identity, card and/or account information and also help mitigate potential customer claims of fraud against the County.

5.5.5 Manual Mode Operation

If the automated facilities are not operational (such as when credit card processing goes down), the Contractor shall be prepared to switch to manual mode operation by issuing pre-numbered, sequential, three-part parking tickets. The Contractor shall lift the gates, place "cash only" signs outside the parking facility and notify the County Project Manager

immediately via telephone and email. Additionally, the Contractor shall notify all incoming parking patrons of cash only requirement.

5.5.6 Payment Card Industry (PCI) and EMV Data Handling

The County will supply the Contractor with PCI compliant equipment, systems and networks to perform parking operations. The County will also supply the Contractor with EMV-compliant equipment, systems and networks to perform parking operations.

- The Contractor and its staff shall use all County supplied equipment, networks and systems in accordance with the County provided instructions. The Contractor and its staff shall not use any County supplied equipment, networks and systems for any other purpose other than what is required to perform work under this contract.
- The Contractor and its staff shall monitor and safely keep all County supplied equipment, networks and systems which it has access to during the course of performance of work under this contract. The Contractor shall report any actual or potential threat (i.e. broken locks) to the safety and security of any such County supplied equipment, networks and systems to the County Project Manager immediately upon discovery thereof.
- The Contractor, its staff or any third party shall not attach or insert any equipment or other item to or into, or otherwise tamper with, any County supplied equipment, networks or systems. The Contractor shall report tampering with any County supplied equipment, networks or systems to the County Project Manager immediately upon discovery thereof.
- The Contractor, its staff or any third party shall not replace, modify or remove County supplied equipment, networks or systems. The Contractor shall report any such replacement, modification, or removal of any County supplied equipment, networks or systems to the County Project Manager immediately upon discovery thereof.
- The Contractor shall report any abnormalities or anomalies with the functionality of any County supplied equipment, networks or systems to the County Project Manager immediately upon discovery thereof.
- The Contractor and its staff shall adhere to County supplied processes for cash and/or credit transactions and shall comply with all Data Security Guidelines that are applicable to the Contractor under this contract. Any activity by the Contractor or its staff directed toward compromising either EMV or PCI data compliance or accessing any customer credit data will be grounds for prosecution and contract termination.
- Without limiting the other confidentiality provisions of this contract, the Contractor and its staff shall maintain the

confidentiality and security of, and shall not disclose, any County and customer data to which the Contractor has access during the course of its performance under this contract. The Contractor and its staff shall not use any such data for any other purpose other than as strictly required to perform work under this contract.

- Contractor shall perform audits of PARCS on an as needed basis or upon County request.

5.6 Parking Fee Reconciliation

The Contractor shall use a designated room at Parking Facility AP 46 to count parking fees and reconcile revenue with car counts, tickets issued and the automated PARCS report summary, when applicable.

The Contractor shall conduct at least one unscheduled cash count each quarter of the contract year at each Revenue Parking Facility. The Contractor shall provide the County with copies of reconciliation sheets resulting from the unscheduled cash counts for each Parking Facility within five (5) business days after the cash count. The Contractor shall notify the County Project Manager on the morning of all unscheduled cash counts/audits. The County reserves the right to attend any or all unscheduled cash counts/audits.

When discrepancies are found, the Contractor shall complete an internal audit to verify findings within three (3) business days of finding the discrepancy(ies). The Contractor shall recommended corrective action to be taken as a result of audit findings, which must be completed within ten (10) business days and submitted to the County Project Manager for review.

5.7 Tickets and Permits

The Contractor, at its own expense, shall purchase and utilize all parking tickets for automated and manual operations (not to exceed a four (4) month on-hand supply). Tickets shall be printed on recycled paper stock and delivered directly to ISD Parking Services, at the address provided in Exhibit E, County's Administration, of the Contract. ISD Parking Services will then issue the tickets to the Contractor for distribution to each Parking Facility. The Contractor shall disburse individual series of tickets in sequential order to each Parking Facility. A record of the receipt and issuance of sequentially numbered parking tickets shall be provided to the County within one (1) business day from ticket distribution. Any ticket not accounted for shall be considered missing or lost and shall be accounted for accordingly in the Daily Activity and Revenue Report.

When ordering tickets or permits, the Contractor must request that seller provide the County with a duplicate of the purchase requisition. The requisition shall identify the beginning and ending serial numbers of tickets or monthly permits, quantity ordered, and color coding of each ticket series.

The County must approve the format of all tickets and permits prior to the sale of such items to patrons. The Contractor's phone number, web site address and other contact information shall be printed on the tickets and color coded as specified by the County.

5.7.1 Use of Parking Tickets

The Contractor may only sell daily tickets to the general public at any Parking Facility where a Parking Fee is established and excess spaces are available, provided that County parking is not impacted.

The Contractor shall use pre-numbered, sequential, three part parking tickets if distributed manually, and/or a one part parking ticket if generated by a PARCS ticketing dispenser. In the event the PARCS ticketing dispenser is not available, the Contractor shall use three part manual parking tickets. When manually issuing a parking ticket, the Parking Attendants/Cashiers shall place the first part of the parking ticket in the vehicle face-up on the driver side of the dashboard, and the second part on the windshield wiper after annotating the first three digits of the license plate on the back. The Parking Attendants/Cashier shall return the third part of the ticket to their supervisor at the end of their shift.

Any voided parking tickets (all parts of ticket) shall be submitted to the Parking Supervisors at the end of each shift and shall be included in the Daily Activity and Revenue Report.

5.7.2 Missing Tickets

The Contractor shall pay the County for each missing ticket. Missing and out of sequence tickets must be reported on the Daily Activity and Revenue Report. The deduction amount specified in Attachment 2, Performance Requirements Summary (PRS), of this SOW, will be deducted for each missing ticket from the Contractor's invoice or revenue to be paid to the Contractor for the respective Parking Facility.

5.7.3 Lost Tickets for PARCS

The Contractor shall report all patron lost tickets on the Daily Activity and Revenue Report. In the event patron has lost ticket, the Parking Attendant/Cashier shall collect the maximum daily Parking Fee from the patron exiting the respective Parking Facility. The Contractor shall complete a Lost Ticket Claim Form, as specified in Attachment 5 of this SOW, and submit it with the Daily Activity and Revenue Report.

5.7.4 Film Company Parking, Installation of Equipment or Requests to Rent Spaces

Film Company Parking or Installation of Equipment

All requests for filming or installing equipment on County Parking facilities must go through the CEO. The CEO will collect all applicable administrative fees and issue the approved Parking Permit.

A copy of the Contractor's lease agreement between the Contractor and the company shall be provided to the ISD Parking Services one (1) week prior to the start of the contract for review and approval. Once approved by the ISD Parking Services, the Contractor may proceed with using said

agreement for all requests for filming or installing on County Parking Facilities.

A copy of the lease agreement (between the filming or other company), along with a copy of the approved Parking Permit shall be submitted to ISD Parking Services.

Film Company Parking, Installation of Equipment or Requests to Rent Spaces

The Contractor shall reserve all parking requests to rent parking space(s) (for filming, installation of equipment or other requests to rent spaces) and shall collect the applicable parking fees. The rate shall be calculated based on the number of parking spaces rented at two (2) times the daily Parking Fee for the respective Parking Facility. This amount will then be multiplied by the period of time specified on Parking Permit or lease agreement. The Contractor's employees shall record receipt of parking fees on the Daily Activity and Revenue Report. Revenue received shall be submitted to ISD Parking Services no later than the 5th business day of the following month.

The Contractor shall monitor the activities by being present at the respective Parking Facility during the period of time identified on the lease agreement. In addition, the Contractor shall assign a Supervisor to be present during the setup period to ensure crew vehicles are stationed in the proper designated area(s) as outlined in the lease agreement. The Contractor shall.

During operational hours, the Contractor shall ensure that ADA parking spaces are not blocked or used to accommodate requests for spaces; if, however, ADA spaces will need to be blocked, then the Contractor shall ensure that alternate spaces are provided for ADA patrons.

5.7.5 Validated Tickets

Parking Attendants/Cashiers shall not accept validated tickets in exchange for a new ticket to enter the Parking Facility the next day. Parking Attendants/Cashiers shall turn in all validated tickets with the Daily Cashier Report.

5.8 Control of Change Fund, Keys and Cash Drop Boxes

The Contractor shall control and record the issuance of Change Funds, keys to cash drawers and drop boxes by Parking Supervisors to the Parking Attendants/Cashier. The Contractor's Parking Attendant/Cashier shall return Change Funds, keys and logs to Parking Supervisors at the end of each shift.

5.9 Losses

A. Counterfeit Bills

The Contractor shall be responsible for all losses resulting from the deposit of counterfeit bills and/or any illegal method of payment.

In order to minimize losses from counterfeit bills and/or any other form of illegal payment, the Contractor shall develop controls to ensure the integrity of money collected. The method must be reviewed and approved in writing by the County.

B. Non-Automated Facilities

The Contractor shall be responsible for any losses incurred for non-automated facilities; Automated Facilities will be reviewed on a case-by-case basis.

At the County's discretion, the Contractor may not be held responsible for losses that may have been caused by a system glitch or error.

5.10 Refunds

The Contractor shall provide Parking Fee refunds to patrons on the same day, or as otherwise authorized by the County, due to cancelled shows, validations or law enforcement action, etc.

6.0 REPORTS AND LOGS

Contractor may propose their own forms in lieu of the Attachments (i.e. templates) provided in this SOW; however, all Contractor proposed forms must be reviewed and approved by the County prior to use. Additionally, all forms must be submitted electronically to the County in the form of Excel, Word or other County approved format.

6.1 Daily Entry Log

The Contractor's Parking Attendants/Cashiers shall record each free entry into the Parking Facilities by completing Attachment 6 (Daily Entry Log), of this SOW. The Parking Supervisor shall review and approve the log. The log shall be retained by the Contractor as a reference for the County Project Manager.

6.2 Daily Activity and Revenue Report

The Contractor shall submit electronically the Daily Activity and Revenue Report for all facilities by noon of the following business day. The report shall be accompanied by deposit receipts and shall be prepared by the Contractor's employees (other than the Parking Attendants/Cashier and Parking Supervisors).

The report shall at a minimum identify the following:

- Activity and revenue collected daily for each Parking Facility.
- Reconciliation of daily parking fees to the total amount of cash less the cash available at the beginning of the day.
- Discrepancies in such reconciliation shall be identified. Should the County have questions regarding discrepancies, the Contractor must respond within 24 hours.
- The starting and ending parking ticket numbers.
- The parking fees collected from daily, monthly entries, film companies, Special Events and pre-paid events.
- Amount collected from PARCS (e.g. POF, Hand held).

- Cash drop times and amounts.

6.3 Daily Cashiers Report

The Contractor's Parking Attendants/Cashiers shall prepare a Daily Cashiers Report for each Parking Facility by noon of the following business day.

The report shall at a minimum identify the following:

- Starting and ending ticket for each facility and activity counter reading for each shift.
- The amount of the Change Fund received by each Parking Attendant/Cashier upon starting the shift.
- The amount of the Change Fund returned at closing and the total number of activities and tickets for the day.

The Parking Supervisor shall verify the activity counter reading and last parking ticket number at closing. The report shall be submitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. A copy of the Daily Cashier Report shall be provided to the County with the Daily Activity and Revenue Report.

6.4 Credit Card Report

Acceptable forms of credit card payments are American Express, Discover, MasterCard, and Visa. The Contractor shall deliver the PARCS generated credit card transaction report to the County for all automated facilities by noon of the following business day along with the Daily Activity and Revenue Report.

Note: The County will pay for any and all transaction fees associated with the use of credit cards.

6.5 Monthly Activity and Gross Revenue Reports

The Contractor shall provide a Monthly Activity and Revenue Report to the County Project Manager by the 10th of each month. The Report shall include the following information, itemized by Parking Facility and then totaled for all Parking Facilities:

- 6.5.1 The amount of parking fees collected during the previous month;
- 6.5.2 The parking fees collected from daily, monthly entries, film companies, Special Events, pre-paid events;
- 6.5.3 The number and type of free or exempt entries;
- 6.5.4 The number, type and amounts paid for prepaid and monthly entries;
- 6.5.5 The fees paid by validating businesses, if any;
- 6.5.6 The parking ticket series assigned to each Parking Facility and sold during the previous month;
- 6.5.7 The beginning and ending vehicle counts by the automated vehicle counters for the month;

- 6.5.8 Delinquent monthly parking fees by name, customer (specific department or venue), number of days delinquent (30 days, 60 days, etc.) and parking facility.

6.6 Incident Reports

The Contractor's Parking Supervisors shall submit a written report to the County Project Manager of any incident that occurs in a Parking Facility within 24 hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage, the Contractor shall immediately inform the County Project Manager by telephone and email upon the Contractor's notification of incident in addition to submitting a written incident report. The report shall identify the date and time of the incident, the nature of the incident and the individuals and police agency involved, if any and location. The Contractor's staff observing the incident shall prepare the report and the employee's Parking Supervisor shall ensure reports are accurate and complete. The Contractor shall submit the completed Incident Report, Attachment 10 of this SOW, to the County Project Manager by the close of business the same day the incident occurred.

6.6.1 Vehicle Damage Report

The Contractor shall inspect all vehicles in Parking Facilities in the morning and the afternoon each day to record and report any vehicle showing physical damage. The Contractor shall complete the Vehicle Damage Report, Attachment 7 of this SOW, and submit the report to ISD Parking Services before the end of the next business day along with revenue report.

6.7 Daily Vehicle Inventory/Vacancy Counts

The Contractor shall inventory any vehicles remaining in the Parking Facilities at the beginning and end of the operational hours each day and complete the Daily Vehicle Inventory – Beginning and End of Daily Operations Report, Attachment 8 of this SOW, and submit the report to ISD Parking Services before the end of the next business day.

The Contractor shall complete the Vacancy Count, Attachment 12 of this SOW, at the times designated for each facility on a daily basis (vacancy count for parking facilities will be at 10:00 am and 1:00 pm, unless otherwise noted); Report shall be submitted to ISD Parking Services by the 5th of the following month.

6.8 Complaint Log/Hot Line

County will establish and maintain a Complaint Hot Line (213-974-8102) telephone number for receiving complaints regarding the Parking Facilities, the Contractor's staff or any other complaints. The Complaint Hot Line telephone number shall be identified on signs located at each Parking Facility subsequent to approval by County Project Manager. The County will maintain a log containing the date of the complaint, nature of the complaint, and corrective action taken. The Contractor shall provide all necessary information to County Project Manager to address and resolve all complaints received.

6.9 Utilization Reports

The Contractor shall maintain and provide as needed utilization information data based on patrons, employees, jurors or other utilization of the Parking Facilities.

7.0 PARKING FACILITY MAINTENANCE

The Contractor must maintain and clean all Parking Facilities. The following are general descriptions of the maintenance tasks for all Parking Facilities. Frequencies for maintenance tasks are identified in the Parking Facility Specification Sheets, Exhibit C of this Contract. The Contractor shall perform the following tasks:

7.1 Required Maintenance

7.1.1 Parking Facility Sweeping/Cleaning

1. The Contractor shall clean and keep asphalt/concrete floor surfaces, ramps, drive lanes, driveways, crosswalks and parking spaces, including adjacent drive areas within the parking facility free of trash and debris, cobwebs, weeds, oil, grease and other stains/spills. The Contractor shall meet the sweeping/cleaning requirements by using, at a minimum, the following equipment:
 - a. A vacuum sweeper/truck that suctions trash particles and debris when cleaning asphalt-surface facilities.
 - b. A power broom sweeper/truck that utilizes rotating brushes to sweep away dirt and debris build-up when cleaning concrete-surface facilities.
2. The Contractor shall remove oil, grease, and other stains and automotive drips/leaks from Parking Facility surfaces, by using dry clean-up methods (absorbents) within two (2) hours of notification or discovery. Absorbents must be disposed of properly.

7.1.2 Parking Facility Power Washing

The Contractor shall high-pressure wash Parking Facilities, including parking spaces, driveways, ramps, and walkways, and maintain them free from sand and dirt accumulation. The Contractor shall adhere to appropriate regulatory agency standards and all applicable laws and regulations for water run-off/reclamation when power-washing facilities. The Contractor shall meet the high-pressure washing requirements by using, at a minimum, the following equipment:

1. A high power, high-pressure washer with water pressure rated at 250 degrees and 4000 PSI to remove grease and oil stains, gum, loose paint, dust, dirt, and to clean walkway steps and borders.

7.1.3 Solid Waste Collection and Removal of Debris and Litter

The Contractor is responsible for the municipal cost associated with the removal and disposal of all trash or debris from Parking Facility according to all applicable laws and regulations.

1. The Contractor shall collect and remove all solid waste from Parking Facility in accordance with applicable laws and

regulations. Contractor shall also submit any reports as required by State law.

2. The Contractor shall wash or steam clean waste cans and line cans with heavy duty bags of no less than three millimeters thickness.

7.1.4 Graffiti Removal

Graffiti removal shall include the following:

1. Parking Facility – all interior and exterior surfaces
2. Hallways, walkways and stairways – all surfaces
3. Signs – all surfaces
4. Elevator floors, walls, doors and tracks.
5. Rubbish containers

All graffiti and vandalism eradication requests for repainting shall be submitted to the County's Project Manager. County reserves the right to paint surfaces, if appropriate.

7.1.5 Lighting

1. All areas must be properly illuminated when lighting is needed. All fixtures must be clean, clear and free from dust and debris.
2. Replace burnt out tubes, bulbs and starters within twenty-four (24) hours of notification or discovery.
3. Notify County of burnt out ballast, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures within twenty-four (24) hours of notification or discovery.
4. Rope off areas or post signs while an employee is working overhead, to protect the public from walking into the work area.
5. Clean light fixtures and lenses using water, soaps, solvents, cleaning tanks and degreaser on an as needed basis and/or upon the County's request.

7.1.6 Intentionally Omitted

7.1.7 Cleaning of Restrooms (if available)

1. Clean restroom fixtures.
2. Clean and refill all restroom soap and paper dispenser.
3. Spot wash restroom walls, partitions and doors.
4. Remove/clean graffiti and vandalism.
5. Clean sink basins and all surrounding surfaces.
6. Clean restroom mirrors, kick plates, push plates.
7. Clean restroom floors with disinfectant detergent. Set up "wet floor" signs.

8. Clean and sanitize toilets, toilet seats, urinals and waterless urinals with germicidal solution.
 9. Clean base of toilet bowls and below all urinals.
 10. Clean behind toilet bowls and in corners of restroom floors.
 11. Empty waste containers and replace plastic bag. Wash containers inside and outside.
 12. Dust ceiling vents.
 13. The Contractor shall maintain daily log of each facility (as applicable).
- 7.1.8 Cleaning of Stairwells, Elevators, Ramps and Escalators
1. Pick up trash and place in trash container.
 2. Clean and sanitize elevators to remove unsanitary odors and conditions by cleaning floor, walls, and doors.
 3. Sweep and damp mop floor surfaces. Set up “wet floor” signs.
 4. Remove all standing water remaining after the hose down.
- 7.1.9 Furnish, Replace and Install Signs
- Replace damaged, worn or missing signs. County, in its sole discretion, will determine if new and/or replacement signs are needed and notify the Contractor.
- 7.1.10 Furnish, Replace and Install Cones/Markers
1. Furnish and install parking cones and arrows for clarity of traffic flow.
 2. Replace damaged and soiled parking cones as needed.
- 7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars
1. Maintain all painted surfaces including pillars and curbs, as needed.
 2. Re-striping – the Contractor shall submit to County a re-striping/painting schedule, for review and approval, by January of every calendar year.
 3. Re-secure loose wheel stops and replace broken wheel stops and paint to match as needed.
- 7.1.12 Maintenance of Attendant Booth/Office
1. Clean and sanitize booth or office including interior and exterior windows.
 2. Sweep and damp mop floor surface.
 3. Empty all waste containers.
- 7.1.13 Inspection and Maintenance of Fire Extinguishers

1. Maintain the required number of fire extinguishers. Fire extinguishers shall be serviced annually before the expiration date identified by staff licensed by the California Fire Marshal.
2. Inspect each fire extinguisher, sign and date each maintenance tag on a monthly basis. In addition, The Contractor shall maintain a monthly maintenance log on-site. Copy of completed monthly log shall be submitted to the County Project Manager by the end of each month.

7.1.14 Maintenance of PARCS Equipment

Clean exterior of PARCS tickets dispenser daily.

7.1.15 Maintenance, Repair and Replacement of Non-Automated Gate Arms (excluding PARCS Gate Arms)

Maintain and repair gate arms when necessary; replace broken gate arms as soon as possible upon discovery. Contractor bears all costs associated with the maintenance, repair and replacement of all non-PARCS gate arms.

7.1.16 Inspection of Facilities

Perform inspections for all facilities on a daily basis. The Contractor shall complete and maintain the Daily Safety Inspection Log, Attachment 9 of this SOW, on-site.

7.1.17 Maintenance of EVSE Equipment

Clean exterior of EVSE charging stations daily.

7.2 Maintenance Reporting Requirements

- 7.2.1 The Contractor shall contact the PARCS Client Portal via telephone at 844-482-7275 **and** open a ticket via email at service.usa@hubparking.com. The Contractor shall verbally notify the County Project Manager immediately, and in writing within 24 hours upon discovering that the PARCS equipment belonging to the County is in need of repair.

Note: The County will provide the Contractor with a list of basic solutions to troubleshoot issues prior to contacting HUB. In the event of an emergency, or after HUB's business hours, on weekends or on Holiday's, Contractor must call the number above to report issue to activate an immediate response from HUB.

For all non-PARCS County equipment, the Contractor shall notify the County Project Manager verbally within one hour and in writing within 24 hours.

- 7.2.2 The Contractor shall verbally notify the County Project Manager immediately, and in writing within 24 hours upon discovering a water leak or a faulty sprinkler system.

8.0 ACCEPTANCE AND MODIFICATION OF FACILITIES AND SERVICE AREA

8.1 Contractor's Acceptance of Facilities

The County will make every effort to ensure that all facilities are properly maintained as identified in this SOW (prior to the effective begin date of the new contract); however, Contractor acknowledges personal inspection of the Parking Facilities and accepts the Parking Facilities, equipment, etc. in their present physical condition, and understands that there may not be any demands made to the County for any changes to be made before or after commencement of the contract term.

8.2 Modification of Parking Facilities by Contractor

The Contractor shall not make any changes, modifications, alterations or improvements to any County facility without prior written approval from the County Project Manager. The Contractor, at the Contractor's expense, shall immediately restore modifications not previously approved by the County to its original condition. The Contractor's failure to restore the facility shall result in restoration by the County at the Contractor's expense.

9.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

9.1 Electronic Control Equipment

The County will have the right to purchase and install PARCS equipment which may change the Contractor's staffing role and responsibility. County will negotiate such staffing and rates in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

Where available, the Contractor must utilize all County owned PARCS hardware, software and other related equipment including, but not limited to: computers, printers, monitors, cameras, data and electrical conduit and connections.

9.2 Furnished Items

9.2.1 The County will provide the Contractor with a list of County-owned equipment for use during the contract term (i.e. electric carts). County will provide equipment list (for each facility) prior to contract start date. The equipment list will be updated each January during the contract term.

9.2.2 The County will provide and pay for all natural gas, electricity and water consumed in the operation of the Parking Facilities. The County will not be liable for damage or losses that occur by reason of defect or impairment of any utility system, water system, air conditioning apparatus or electrical wires that serve the Parking Facilities. The Contractor shall be liable for material waste of utilities caused by the negligent or intentional acts of its employees. The use of microwaves, toaster ovens, televisions, heaters, etc. by the Contractor and its staff in County provided facilities is prohibited.

9.2.3 The County will furnish the Contractor with an Emergency Contact List.

CONTRACTOR

9.3 Staffing Plan

Final staffing plan shall be submitted to the County Project Manager no later than five (5) business days prior to the contract start date for review and approval. The Staffing Plan shall be compiled for each Parking Facility and shall include the full name and working hours of each employee assigned to each Parking Facility. Prior to any changes in staff, the Contractor shall submit the proposed Staffing Plan to the County Project Manager for approval.

The Contractor shall ensure that all parking facilities are properly staffed at all times, including during breaks and lunches. Parking facilities shall not be left unattended for any reason at any time.

9.4 Staffing

A. Contract Personnel

1. The Contractor shall provide staffing in accordance with the County approved staffing plan. Failure to provide staff as outlined in the County approved staffing plan may be subject to a CDR.

Note: Contractor will be liable for all County incurred costs associated with fulfilling any unmet staffing needs.

2. The Contractor shall ensure that a Parking Supervisor is available during operational hours, as specified on Exhibit C.

Note: On-site supervisors required at some facilities will not fulfill the supervisors needed during operational hours for other facilities. Refer to Exhibit C for supervisor coverage requirements.

3. All of the Contractor's personnel shall be able to effectively communicate in English, both orally and in writing.
4. The Contractor's personnel must be at least eighteen (18) years of age.
5. The Contractor's personnel shall be trained to render a high degree of courteous and efficient service. Contractor is responsible for the conduct, demeanor, and appearance of its employees.
6. The Contractor's personnel shall not bring visitors, any form of weapons, contraband, alcohol, drugs, headphones, audio/visual or print media to the workplace.
7. The Contractor's personnel shall use cell phones only in the event of an emergency.
8. The Contractor's personnel shall not be under the influence of alcohol or drugs; and shall conduct themselves in a reasonable and professional manner at all times.

9. At the County's request, the Contractor shall remove (from the contract in its entirety) any employee who is performing the contract work in an unsatisfactory manner. The County will not be required to state the reason or otherwise justify its request. The Contractor shall provide a replacement by the next business day (or sooner, if necessary in order to meet operational needs).
10. Contractor's personnel who may operate vehicles in the course of their duties must have a current and valid California Driver's License.
11. The Contractor must provide the Contract Compliance Section with a Department of Motor Vehicle (DMV) Driving Record printout for all personnel who may operate vehicles in the course of their duties under this contract within three (3) business days after the contract start date. Thereafter, the Contractor shall provide a DMV Driving Record Report for 50 percent of its employees annually on the contract anniversary date. DMV report shall be at the expense of the Contractor. County may at its sole discretion require the removal of the Contractor's personnel (from the contract(s)) based solely on the findings of the DMV report.
12. Personnel removed from the County Contract(s) cannot be relocated to another County facility/location.
13. The Contractor shall ensure that its personnel exercise care to prevent injury to themselves, patrons and property.
14. The Contractor shall provide and require every on-duty employee (includes Parking Lot Attendants, Cashiers, Supervisors and Customer Assistance employees) to wear a uniform and a County-issued photo identification badge. Uniforms shall consist of shirt, pants, jackets and shoes (open toe and flip flop style sandals are not acceptable).

Uniform must not be covered by outer garments that are not part of the uniform and photo identification badge must be visible at all times (i.e., worn outside of uniform outerwear).

County must review and approve uniforms prior to contract start date.

B. Valet Attendants

Valet attendants shall wear a different colored uniform in order to be easily identifiable.

Uniforms shall consist of shirt, pants, jacket and shoes (open toe or flip flop style sandals are not acceptable).

County must review and approve uniforms prior to contract start date.

C. Parking Supervisors

1. The Contractor shall provide Parking Supervisors as identified in

each Parking Facility Specification Sheet as set forth Exhibit C of this SOW. Parking Supervisors shall be trained and knowledgeable in all aspects of County's Parking Facilities operations.

In addition, the Contractor shall provide the County with a listing of its supervisors, including their cell phone number, for each facility. The list shall be provided to the County at the beginning of the contract and every time there is a change thereafter.

2. Parking Supervisors shall make inspections, answer questions, resolve problems, respond to emergencies, verify cash counts, approve reports, and ensure that the Parking Attendants/Cashiers follow the procedures required by the contract.
3. Parking Supervisors must be able to effectively communicate in English, both orally and in writing.

9.5 Parking Facility Rules and Procedures

The County may provide Parking Facility rules, policies and/or procedures that must be adhered to by the Contractor. Rules, policies and/or procedures shall be posted at each booth/kiosk and will be updated on an as needed basis.

9.6 Training

The Contractor shall provide its personnel with on-going safety, customer service and PARCS training. The Contractor's personnel shall be trained in their assigned tasks to ensure they clearly understand their duties, responsibilities and safe handling of equipment. All equipment shall be checked daily for safety. All contractor personnel must work according to California Occupational Safety and Health Administration (OSHA) standards.

9.7 Contractor's Office

The Contractor shall provide an office in the County of Los Angeles with a landline telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, by at least one (1) employee who must clearly communicate in English both orally and in writing to respond to inquiries and complaints received regarding the Contractor's performance of the contract. When the office is closed or in the event of an emergency, the Contractor's Project Manager shall be available via phone or e-mail.

9.7.1 Automated Facilities

The Contractor shall provide customer service assistance for all automated facilities. In addition, intercom line shall be available to patrons needing assistance.

9.7.2 Non-Automated Facilities

The Contractor shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, or in the event of an emergency, the Contractor's Project Manager shall be available via phone or e-mail

9.8 Equipment

9.8.1 At its own expense, the Contractor shall furnish and maintain fire extinguishers, flares, flashlights, flashlight batteries, radios, cones and first-aid kits approved by the County Project Manager in each Parking Facility.

Note: All fire extinguishers shall be properly maintained by the Contractor in accordance with applicable maintenance laws and/or requirements.

9.8.2 The Contractor may supplement the County's existing equipment, security gates, and perimeter fencing/cable barriers by providing any additional equipment that is required for optimum operation at the Contractor's expense provided, however, that County must approve any new equipment being proposed to be installed by the Contractor.

9.8.3 Any equipment provided by the County is limited to be used with care as designed. The Contractor shall be held responsible for costs of any repair or replacement that results from misuse or neglect.

9.9 Signs

The Contractor shall furnish signs for all Parking Facilities, informing the public of the Parking Fee and the name and telephone number of the Contractor. The signs shall be posted at the entrance of each Parking Facility and any other necessary location. The signs must be reviewed and approved in advance by the County Project Manager.

9.10 Telephone Service

The Contractor shall, at its own expense, provide wireless communications at all Parking Facilities to communicate with the Parking Attendants/Cashiers and shall provide its staff with a list of telephone numbers for emergency services for Parking Supervisors. The Contractor shall allow the County Project Manager reasonable use of the telephone equipment in the course of the County Project Manager's duties.

9.11 Data Lines

The Contractor shall, at its own expense, install data lines at the respective Parking Facilities below to have the ability to send and receive emails (e.g. guest parking, fee waivers, etc.).

Region 3
AP 46 and AP 68

9.12 Emergency Call Instructions

Procedures for informing employees of whom to contact and what to do in the event of emergency shall be posted in each cashier booth located at all Parking Facilities and Contractor offices.

9.13 Regulatory Permits/Certifications

The Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications (e.g. business license) necessary to provide services pursuant to this contract. All licenses, permits and regulatory certifications must be valid throughout the term of the contract. All permits and certifications are subject to verification.

9.14 Meetings

The Contractor shall attend monthly Music Center and Grand Park meetings. In addition, the Contractor may also be required to attend unscheduled and/or last minute meetings that may be held for Special Events.

Additionally, it is the Contractor's responsibility to notify the County of all meetings they are scheduled to attend for County-related projects (e.g. for Special Events, standard monthly meetings, etc.).

9.15 Safety

Maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous conditions noted by the Contractor shall be immediately corrected. If the responsibility for causing correction does not fall to the Contractor pursuant to the Agreement, Contractor shall immediately report the condition to Parking Services

Perform all work in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA.

9.16 Transition Requirements:

The current contractor is required, upon written notification from County, to provide phase-in, phase-out services for up to sixty (60) calendar days after the contract expires or is terminated. After notification from the County, Contractor is required to:

- Cooperate in good faith with County in determining the nature and extent of the services, including the development of a mutually acceptable transition plan;
- Provide sufficient, experienced personnel during the transition period to ensure that all services called for by the Contract are maintained at the specified level of contract performance.
- Cooperate with County in allowing as many personnel as practical to remain on the job to enhance the continuity and consistency of the services called for by the contract.

The County is required to reimburse the incumbent contractor for all reasonable transition costs.

10.0 ADDITION/DELETIONS/MODIFICATIONS OF PARKING FACILITIES, STAFFING, SPECIFIC TASKS AND/OR WORK HOURS

County reserves the right to add/delete/modify Parking Facilities, adjust the quantity of Parking Facilities within each Region, change the staffing requirements and/or operating

hours of Parking Facilities during the contract term. All changes will be made in accordance with Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 Amendments, of the Contract.

11.0 CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor shall establish, maintain, and utilize a comprehensive written Quality Control Plan to assure the County a consistently high level of service throughout the term of the contract.

- 11.1 Method of monitoring and frequency to ensure that contract requirements are being met.
- 11.2 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.
- 11.3 Methods for continuing to ensure services to the County in the event of a strike by the Contractor's employees.
- 11.4 Method of resolving problems or complaints from the time it was received to the time it was resolved.
- 11.5 Process used from the time a formal complaint or CDR was received to the time it was resolved and completed.

12.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

12.1 Monthly Meetings

The Contractor is required to attend scheduled monthly meetings and any emergency meetings as scheduled by the County Project Manager.

12.2 Contract Discrepancy Report (Attachment 1)

Verbal notification of a contract discrepancy will be made to the Contract Project 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 Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) 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 Project Manager within ten (10) business days.

12.3 County Observations

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.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listing of services used in the Performance Requirements Summary (PRS) Chart, Attachment 2, 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 that defined in the contract and the SOW. In any case of apparent inconsistency between services as stated in the contract and the SOW and this 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:

- 13.1 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.
- 13.2 Reduce payment to the Contractor by the amount identified as the assessment fee in the PRS.
- 13.3 Failure of the Contractor within ten (10) days to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified shall constitute authorization for the County to have the services performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services, 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 days written notice with or without cause, as provide for in the Contract, Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.42, Termination for Convenience.

14.0 GREEN INITIATIVES

- 14.1 The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 14.2 The Contractor shall notify County's Project Manager of the Contractor's new green initiatives prior to the contract commencement.

15.0 DELIVERABLES

The Contractor shall provide all deliverables in written hard copy unless otherwise approved by County in accordance with the below matrix:

DELIVERABLE	SECTION	DUE DATE
Bank Deposit Receipt	5.4	Next business day by 4 pm
Accounting and Cash Control Procedures	5.5.1	15 business days prior to contract start date
Parking Fee Reconciliation	5.6	5 business days after cash count/audit conducted
Daily Activity & Revenue Report	6.2	Daily (M-F) next business day by noon
Monthly Activity and Gross Revenue Report	6.5	10 th of each month for the previous month
Incident Report	6.6	Within 24 hours of incident
Parking Vehicle Damage Report	6.6.1	End of next business day
Daily Vehicle Inventory	6.7	End of business day
Final Staffing Plan	9.3	5 business days prior to the contract start or prior to proposed change in staff.
DMV Driving Record Printout for employees who may operate vehicles	9.4.A.9	3 business days after contract start date
DMV Driving Record Printout for 50% of employees who may operate vehicles	9.4.A.9	Annually on contract anniversary

CONTRACT ADMINISTRATION DIVISION
PARKING SERVICES SECTION

CONTRACT DISCREPANCY REPORT

Parking Facility Location: _____ Today's Date: _____

Contractor: _____ Contract Monitor: _____

Date of Discrepancy: _____ Arrival Time: _____

Time of Discrepancy: _____ Departure Time: _____

Contract/SOW Paragraph Number and Description: _____

PRS Chart Number/Description (if applies): _____

Description of Discrepancy: _____

Monitor Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

County Project Manager Signature: _____ Date: _____

DATE TRANSMITTED TO CONTRACTOR: _____ VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative Date

COUNTY ACTIONS: _____

DATE CONTRACTOR WAS NOTIFIED OF ACTION: _____ VIA: ☐ FAX ☐ E-MAIL ☐ MAIL

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

Key to Performance Requirements Summary:

Column 1: Contract or Statement of Work Section reference;
 Column 2: Description of the performance required to satisfy the Contract;
 Column 3: How the Contractor's performance may be monitored by the Contract Project Monitor;
 Column 4: Description of allowable deviation from Performance Standard;
 Column 5: The amount that may be assessed per Discrepancy Report unless a per hour, per day or other measure of damages is specified;
 Column 6: Assessment amount for 2nd violation;

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW SECTION 4.0 OPERATIONAL TASKS					
SOW 4.1.1	Ensure Parking Facilities open/close procedures per Parking Facility Specification Sheets.	Observation	None	\$50 per Parking Facility not opened/closed per specification sheet.	\$75 per Parking Facility not opened/closed per specification sheet on 2 nd violation.
SOW 4.1.2	Vehicles in Parking Facilities have proper parking permits.	Observation	None	\$50 for each vehicle in Parking Facility without proper parking permits.	\$75 for each vehicle in Parking Facility without proper parking permits on 2 nd violation.
SOW 4.1.14	Contacting ISD Parking Services prior to towing or moving.	County notification	None	\$50 for each occurrence when ISD Parking Services is not notified.	\$75 for each occurrence when ISD Parking Services is not notified on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 4.3.1	Provide valet services for all performances on an as needed basis according to the Parking Rate Schedule.	Observation and/or County knowledge of valet services not provided	None	\$100 for each performance not providing valet services.	\$125 for each performance not providing valet services on 2 nd violation.
SOW 4.3.2	Provide and use key security system.	Observation	None	\$50 per individual occurrence where keys are not in key security system.	\$75 per individual occurrence where keys are not in key security system on 2 nd violation.
SOW SECTION 5.0 REVENUE HANDLING AND INTERNAL CONTROLS					
SOW 5.1.2	Collect Parking Fees according to the Parking Rate Schedule.	Observation and Reports	None	\$25 for each occurrence of incorrect fee collected or no ticket issued.	\$50 for each occurrence of incorrect fee collected or no ticket issued on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 5.1.3	Collect Board-approved Parking Fee Waivers or Reduced Fees.	Observation and Reports	None	\$50 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted.	\$75 for each occurrence of reduction of parking fee granted without ISD Parking Services approval or waiver not appropriately granted on 2 nd violation.
SOW 5.1.5	Sell monthly parking permits and issue receipts.	Observation and Reports	None	\$50 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County.	\$75 per occurrence of an incorrect Parking Fee collected or no Parking Fee reported to County on 2 nd violation.
SOW 5.2	Collect all fees in cash for non-automated lots.	Observation and Reports	None	\$50 per transaction when cash is not collected for non-automated lots.	\$75 per transaction when other payment methods other than cash received without authorization by County on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 5.2 & 5.4	Collect fees in accordance with the Parking Rate Schedule and deposit fees into designated bank account by 3:00 p.m. the following business day, with a receipt to ISD Parking Services by 4:00 p.m. the following business day.	Review of records	None	\$1,000 for each day fees are not deposited in designated bank account by noon the following business day.	\$1,250 for each day fees are not deposited in bank account by noon the following business day on 2 nd violation.
SOW 5.6	Conduct unscheduled cash counts and provide County with reconciliation sheet within five (5) business days of count.	Report tracking	None	\$25 per day, each day report is late.	\$50 per day, each day report is late on 2 nd violation.
SOW 5.7	Purchase parking tickets and deliver to ISD Parking Services.	Observation	None	\$25 per ticket not purchased and delivered accordingly.	\$50 per ticket not purchased and delivered accordingly on 2 nd violation.
SOW 5.7	Record the receipt and issuance of sequentially numbered parking tickets within one (1) business day from distribution to Parking Facilities.	Observation	None	\$25 per day, per Parking Facility each day receipt of tickets was not provided.	\$50 per day, per Parking Facility each day receipt of tickets was not provided on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 5.7.1	Contractor shall use pre-numbered, sequential, three-part parking tickets (if distributed manually) or one-part parking ticket generated by Parking Access & Revenue Control System.	Review or records; observation	None	\$100 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly.	\$125 when Contractor fails to use correct ticket series or fails to distribute ticket parts correctly on 2 nd violation.
SOW 5.7.2	Report missing and out-of-sequence tickets on Daily Activity and Revenue Report.	Review of Daily Activity & Rev report	None	\$25 per missing ticket on Daily Activity & Revenue report.	\$50 per missing ticket on Daily Activity & Revenue report on 2 nd violation.
SOW 5.7.3	Report lost tickets on Daily Activity and Revenue Report and collect maximum daily Parking Fee from patron.	Review of Daily Activity & Rev report	None	\$100 per lost ticket on Daily Activity & Revenue report.	\$125 per lost ticket on Daily Activity & Revenue report on 2 nd violation.
SOW 5.10	Provide Parking Fee refund for canceled shows and validations.	Report reconciliation Patron/Visitor complaint	None	\$50 for each occurrence of Parking Fees not refunded or incorrect refund given.	\$75 for each occurrence of Parking Fees not refunded or incorrect refund given on 2 nd violation.
SOW SECTION 6.0 REPORTS AND LOGS					
SOW 6.0	Provides accurate reports in accordance with dates identified.	Report receipt & reconciliation	None	\$50 per day report is late and/or \$50 per incorrect report.	\$75 per day report is late and/or \$50 per incorrect report on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW SECTION 7.0 PARKING FACILITY MAINTENANCE					
SOW 7.1	100% completion of maintenance tasks at frequency identified in Parking Facilities Specification Sheets and SOW.	Observation	None	\$50 per day per Parking Facility with outstanding maintenance task not completed.	\$75 per day per Parking Facility with outstanding maintenance task not completed on 2 nd violation.
SOW SECTION 9.0 RESPONSIBILITIES					
SOW 9.4.A.1	Parking Facilities shall be staffed in accordance with the County approved Staffing Plan.	Observation	None	\$100 minimum per occurrence for the first two hours when staffing is below required levels; \$50 every hour thereafter until proper staffing levels are met.	\$100 minimum per occurrence for the first two hours when staffing is below required levels; \$50 every hour thereafter until proper staffing levels are met
SOW 9.4.A.12	Contractor's personnel removed by the County cannot be relocated to another County facility/location.	Inspection/ Observation	None	\$500 per occurrence per day if staff removed from one facility is relocated to another facility.	\$750 per occurrence per day on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW 9.4.A.14	All employees must wear identification badges and uniform shirt displaying company name/logo at all times.	Observation	None	\$75 per employee per day.	\$100 per employee per day on 2 nd violation.
SOW 9.8	Contractor shall provide and maintain all equipment identified in SOW.	Observation	None	\$25 per occurrence for each Parking Facility with incomplete equipment.	\$50 per occurrence for each Parking Facility with incomplete equipment on 2 nd violation.
SOW 9.9	Furnish permanent Parking Facility signs identifying facility number, fees, Contractor's name and ISD Parking Services complaint line. All signs shall be approved by CPM.	Observation	None	\$50 per sign missing.	\$75 per sign missing on 2 nd violation.
SOW SECTION 11.0 CONTRACTORS QUALITY CONTROL PLAN					
SOW 11.0	Contractor must be in compliance with and maintain a current quality control plan.	Review of records; observation	None	\$50 for each day Contractor not in compliance with plan or plan is outdated.	\$75 for each day Contractor not in compliance with plan or plan is outdated on 2 nd violation.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
SOW SECTION 12.0 QUALITY ASSURANCE PLAN					
SOW 12.1	Contractor shall attend scheduled monthly meetings or as needed meeting with ISD Parking Services.	Attendance	10 minutes or phone notification of late arrival	\$25 per missed meeting.	\$50 per missed meeting on 2 nd violation.
CONTRACT SECTION					
Contract 5.4.4	Submit two (2) copies of invoice and required reports by the 15 th calendar day of the month following month of service.	Review of invoices and reports	None	\$50 per day, per invoice when late.	\$75 per day invoice is late on 2 nd violation.
Contract 7.3	Contractor requests/receives County approval before making staff changes.	Inspection and observation	None	\$100 per staff change made without prior approval by the County.	\$125 per staff change made without approval by County on 2 nd violation.
Contract 7.4	All employees must wear identification badges.	Inspection and observation	None	\$50 per employee not wearing a badge during 1 st violation.	\$75 per employee not wearing a badge on 2 nd violation during second occurrence (regardless of whether it's that particular employees' 1 st violation).

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

1 SOW/CONTRACT SECTION	2 PERFORMANCE STANDARD	3 METHOD OF MONITORING	4 ALLOWABLE DEVIATION	5 ASSESSMENT 1 ST VIOLATION*	6 ASSESSMENT 2 ND VIOLATION**
Contract 7.5	All Contractor's staff must undergo a background investigation prior to working on the County Contract.	Report on File	None	\$100 per employee per day working on the County Contract without successfully completing a background investigation check.	\$125 per employee per day working on the County Contract without successfully completing a background investigation check on 2nd violation.
Contract 8.24.2.6	Contractor shall report all incidents, claims or suits to the County within 24 hours of occurrence.	County knowledge of incident or occurrence	None	\$150 per failure to report and submit complete incident reports, claim or suit.	\$175 per failure to report incident and submit complete incident reports, claim or suit on 2nd violation.

WARNING

PARKING VIOLATION

22761

YOU ARE ILLEGALLY OR IMPROPERLY PARKED FOR ONE OR MORE OF THE FOLLOWING REASONS AND ARE SUBJECT TO BEING TOWED AWAY AT YOUR EXPENSE.

- ☐ No Proof of payment
- ☐ Improperly Parked _____
- _____
- ☐ Parked in a "No Parking" zone
- ☐ Parked in disabled Persons' Space (Without I.D.)
- ☐ Parked in Reserved Parking Area
- ☐ Blocking entrance to building or driveway (Fire Department Regulation)
- ☐ Vehicle Not in Acceptable Condition
- ☐ Other Message _____
- _____
- ☐ _____

L.A. COUNTY HAS RECORDED YOUR LICENSE PLATE

☐ THIS VEHICLE WILL BE TOWED ON: Day _____
Date _____ Time _____

A copy of this notice is on file. We urge you to conform to our parking rules to avoid future inconvenience and expense to yourself.

Date _____ Time _____ By _____

Location _____

MAKE	
MODEL	COLOR
LIC NO.	STATE YR
OTHER ID	
TOWED BY	DATE TOWED

Veterans Special License Plates

Los Angeles County Code 15.64.446

County-owned or operated parking facilities – Fee Exemption for vehicles with veterans special license plates

Notwithstanding any other provision of this code, vehicles displaying valid veterans special license plates issued pursuant to the provisions of California Vehicle Code sections 5007(a)(2) (disabled veteran), 5101.3 (Pearl Harbor survivor), 5101.4 (Medal of Honor and Distinguished Service Cross), 5101.5 (former American prisoner of war), 5101.6 (Congressional Medal of Honor), or 5101.8 (Purple Heart recipient) shall be exempt from the payment of parking fees at any county-owned or county-operated public parking lots during such days and times that parking fees at such lots are required to be deposited into a parking meter or paid directly to a parking attendant, but not where entrance or exit from the involved lot is controlled solely by an automated system. This fee exemption shall not apply on weekends or holidays, other than Veterans Day, to the extent that parking fees are otherwise payable on such days. Vehicles subject to the above fee exemption shall nonetheless be subject to any other restrictions pertaining to parking at the involved location. (Ord. 2007-0071 § 1, 2007.)

5007(a)(2) (Disabled Veteran)



5101.3 (Pearl Harbor Survivor)



5101.4 (Medal of Honor and Distinguished Service Cross)



5105.5 (Former American Prisoner of War)



5101.6 (Congressional Medal of Honor)



5108.8 (Purple Heart Recipient)



Lost Ticket Claim Form

Date:

Contractor Name:

Auto Park Number:

Patron Name:

Vehicle Make/Model:

Vehicle License Plate Number:

Driver's License Number:

Replacement Ticket Number:

Signature:

DAILY FREE ENTRY LOG

LOCATION: _____

DAY: _____

DATE: _____

ATTENDANT: _____ SUPERVISOR: _____

	PATRON/EMPLOYEE NAME	ORGANIZATION	EMPLOYEE# (IF APPLICABLE)	PATRON/EMPLOYEE SIGNATURE	VEHICLE LICENSE PLATE#/ COUNTY VEHICLE#	PHONE#	JUSTIFICATION
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

VEHICLE DAMAGE REPORT

Parking Facility Number: _____

Date: _____ Time: _____

License Plate Number	Make of Vehicle	Model of Vehicle	Location of Vehicle in Parking Facility	Notable Damage

Completed by: _____
(Name and Title)

Parking Facility Number: _____

Date: _____ Time: _____ AM/PM (Circle)

License Plate Number	Make of Vehicle	Model of Vehicle	Comments

Completed by: _____

(Name and Title)

Page __ of __

DAILY SAFETY INSPECTION

[illegible]

COMMENTS:

INSPECTED BY:

Date of Report:	Date of Incident:	Time of Incident:	
Name and Position of Person Completing Report:			
LOCATION:			
Parking Lot Number:	Parking Level (if applicable):	Parking Space Number (if applicable):	
PERSONS INVOLVED:			
Person 1			
Name:	Sex: M <input type="checkbox"/> F <input type="checkbox"/>	County Employee: Y <input type="checkbox"/> N <input type="checkbox"/>	Phone No.:
Vehicle Make & Model:		Color of Vehicle:	License Plate Number:
Name & Phone Number of Insurance Company:			Policy Number:
Person 2			
Name:	Sex: M <input type="checkbox"/> F <input type="checkbox"/>	County Employee: Y <input type="checkbox"/> N <input type="checkbox"/>	Phone No.:
Vehicle Make & Model:		Color of Vehicle:	License Plate Number:
Name & Phone Number of Insurance Company:			Policy Number:
Please include separate sheet, if additional space is required.			
Damages/Injuries:			
Damages: Y <input type="checkbox"/> N <input type="checkbox"/>	Police Report Completed: Y <input type="checkbox"/> N <input type="checkbox"/>		Law Enforcement Agency:
Injury: Y <input type="checkbox"/> N <input type="checkbox"/>	Type of Injury:		Medical Attention Required: Y <input type="checkbox"/> N <input type="checkbox"/>
Description of Incident:			

- ❖ Please notify ISD Parking Services immediately at 213-974-9505.
- ❖ E-mail report and pictures to ISD Parking Services at ISDParkingRequest@isd.lacounty.gov

Parking Fee Waiver/Reduction Event Log

Month Year

ATTACHMENT 11

[illegible]

ISD

PARKING SERVICES SECTION

Auto Park Vacancy Counts

	Public	Other	Employee		Public	Other	Employee
Date	FKI€€€€€	FKI€€€€€	FKI€€€€€		FKI€€€€€	FKI€€€€€	FKI€€€€€
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Vacancy %							

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			Compensation Method			
Parking Facilities	Address	Type of Lot	Monthly Mgt Fee Effective 01/01/19	Monthly Revenue Sharing Effective 01/01/19**	Monthly Mgt Fee Effective 01/01/20 and Beyond	Monthly Revenue Sharing Effective 01/01/20 and Beyond**
46	318 West Adams Boulevard (Adams & Grand)	Management	\$18,656.82	N/A	\$19,589.66	N/A
	Special Event Revenue (non-business hours)			39.00%		42.00%
68	523 Shatto Place (6th & Vermont)	Management	\$17,165.73	N/A	\$17,164.68	N/A
	Special Event Revenue (non-business hours)			39.00%		42.00%
76	4837 East Third Street (East LA Civic Center)	Management	\$9,603.29	N/A	\$10,083.45	N/A
81	1100 North Eastern Avenue (ISD Administration)	Management	\$7,085.42	N/A	\$7,439.69	N/A
87	11705 Alameda St (Century Regional Detention Center)	Management	\$19,804.42	N/A	\$20,794.64	N/A
	Special Event Revenue (non-business hours)			39.00%		42.00%
87A	11703 South Alameda Street (Century Regional Detention Center)	Management	\$13,550.61	N/A	\$14,228.14	N/A
	Special Event Revenue (non-business hours)			39.00%		42.00%
89	17600 Santa Fe Avenue	Management	\$11,318.61	N/A	\$11,884.54	N/A
	Special Event Revenue (non-business hours)		N/A	39.00%	N/A	42.00%
93	10025 East Flower (Cerritos Ct.) (Graffiti removal only)	Management	\$1,036.43	N/A	\$1,088.25	N/A
96A	7555 Van Nuys Boulevard	Management	\$35,758	N/A	\$37,546	N/A
Total Monthly Management Fee - Region 3			\$133,979.65	39.00%	\$139,819.30	42.00%

Notes

****Monthly Revenue Sharing proposed percentages must be the same for each of the applicable parking facilities within its corresponding region**

Contractors percentage of adjusted gross revenue (Total revenue received from all parking transactions including but not limited to Parking Fees collected from daily and monthly parking, permits, parking meters, film company reservations, special events, pre-paid events and validated tickets less City of Los Angeles taxes, credit card fees and value of fee waivers or reduce fee value).

Hourly Rates	Hourly Rates Effective 01/01/19	Hourly Rates Effective 01/01/20 and Beyond
Supervisor	<u>\$28.37</u>	<u>\$29.79</u>
Attendant	<u>\$23.31</u>	<u>\$24.48</u>
Cashier	<u>\$23.31</u>	<u>\$24.48</u>

Hourly rates are to include all labor and administrative cost, overhead, benefits, equipment, materials and profit.

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.

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 3**

EXHIBIT C

Los Angeles County Parking Facility #46 - Adams & Grand
318 West Adams Boulevard
Los Angeles, CA 90007

Days & Hours of Operation	
Monday thru Friday	6:00 AM to 8:00 PM

*Minimum Coverage Requirements During Hours of Operation
*Attendants
(1) 6:00 AM - 3:00 PM
(1) 6:30 AM - 4:00 PM
(1) 4:00 PM - 8:00 PM
Cashiers
None
Supervisor
Available during operational hours

Type of Parking Facility: Management Fee

Description: The facility is a two level above grade parking structure. The facility has two entrances and two exit lanes. The express ramp to the upper level has a key card reader.

Usage & Number of Spaces

Usage: Authorized Visitor/Employee
Parking Spaces: 1,146

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
2	2	0	0	All	1	1	1

*** Coverage requirements based on tenant's request.**

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper	Once a Week
7.1.2 Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	Within 24 Hours of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	Daily.
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	As soon as possible
7.1.16 Inspection of Lot	Daily
7.1.17 Maintenance of EVSE Equipment	Daily

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 3**

EXHIBIT C

Los Angeles County Parking Facility #68 - 6th & Vermont
523 Shatto Place
Los Angeles, CA 90020

Type of Parking Facility: Management Fee

Description: This facility is a six level above and two level below grade parking facility with one entrance and one exit lane. The facility also has tunnel with one entrance and one exit.

Days & Hours of Operation

Monday thru Friday	5:00 AM to 7:00 PM
--------------------	--------------------

***Minimum Coverage Requirements During Hours of Operation**

Attendants

(1) 5:00 AM - 7:00 PM

(1) 7:00 AM - 3:00 PM (Tunnel)

Cashiers

None

Supervisor

Available during operational hours

Usage & Number of Spaces

Usage: Authorized Visitor/Employee

Parking Spaces: 838

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
8	2	2	0	All	2	0	1

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper	Once a Week
7.1.2 Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	Within 24 Hours of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	As-Needed. No less than Daily.
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	Daily
7.1.17 Maintenance of EVSE Equipment	Daily

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 3**

EXHIBIT C

**Los Angeles County Parking Facility #76- ELA
Civic Center
4837 East Third Street
Los Angeles, CA 90022**

Type of Parking Facility: Management Fee

Description: This facility is a four-level above-grade parking structure. The facility has one entrance lane and one exit lane.

Days & Hours of Operation	
Monday thru Thursday	7:00 AM to 9:00 PM
Friday	7:00 AM to 6:00 PM

Usage & Number of Spaces

Usage: Employee/Juror/Public
Parking Spaces: 312

Sufficient Coverage During Hours of Attendants	
Monday - Thursday	7:00 AM to 9:00 PM
Friday	7:00 AM to 6:00 PM
On-Site Supervisor	
Available during operational hours	

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
4	2	0	0	ALL	0	0	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper	Once a Week
7.1.2 Power Scrub/Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5 Lighting	Within 24 Hours of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	Daily
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	N/A
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	Daily
7.1.17 Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 3**

EXHIBIT C

**Los Angeles County Parking Facility #81 -
ISD Administration**
1100 North Eastern Avenue
Los Angeles, CA 90063

Days & Hours of Operation	
Monday thru Thursday	6:00 AM to 2:00 PM

Sufficient Coverage During Hours of Operation
Attendants
6:00 AM - 2:00 PM
Cashiers
None
Supervisor
Available during operational hours

Type of Parking Facility: Management Fee

Description: This facility is a surface lot that is part of a larger parking area. This lot extends north of the 1102 Building to the boundary fence; west of the east gate to the 1100 Building; south between the west side of the 1102 Building and the western perimeter wall including the loading dock area to the south end of 1102 Building.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee
Parking Spaces: 324

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	1	0

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Vacuum Sweep for Asphalt Facilities	N/A
7.1.2 Power Washing	N/A
7.1.3 Removal of Debris & Litter	N/A
7.1.4 Graffiti Removal / Paint	N/A
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	N/A
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	N/A
7.1.10 Furnish, Replace and Install Cones/Markers	N/A
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.12 Maintain Attendant Booths/Office	Daily
7.1.13 Inspection and Maintenance of Fire Extinguishers	N/A
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	N/A
7.1.17 Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 3**

EXHIBIT C

**Los Angeles County Parking Facility #87- Century
Regional Detention Facility (Mona)
11705 Alameda Street
Lynwood, CA 90262**

Type of Parking Facility: Management Fee

Description: The facility is a three level above grade structure. There is a secured compound gate that is staffed with a parking lot attendant.

Days & Hours of Operation

Monday thru Sunday	24 Hours per day
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Sufficient Coverage During Hours of Operation

Attendants

6:00 AM - 2:00 PM	
2:00 PM - 10:00 PM	
10:00 PM - 6:00 AM	

Cashiers

None

Supervisor

Available during operational hours

Usage & Number of Spaces

Usage: Authorized Visitor/Employee/Event/Public
Parking Spaces: 258

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	1	0

Maintenance			Frequency
7.1.1	Parking Facility Sweeping/Cleaning - Power Broom Sweeper	N/A	
7.1.2	Power Washing	N/A	
7.1.3	Removal of Debris & Litter	N/A	
7.1.4	Graffiti Removal / Paint	N/A	
7.1.5	Lighting	N/A	
7.1.6	Repair Pot Holes & Spalling Concrete	N/A	
7.1.7	Cleaning of Restrooms	N/A	
7.1.8	Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A	
7.1.9	Furnish, Replace and Install Signs	N/A	
7.1.10	Furnish, Replace and Install Cones/Markers	N/A	
7.1.11	Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A	
7.1.12	Maintain Attendant Booths/Office	Daily	
7.1.13	Inspection and Maintenance of Fire Extinguishers	N/A	
7.1.14	Maintenance/Clean All Automated Parking Equipment	N/A	
7.1.15	Maintenance and Repair of Gate Arms	N/A	
7.1.16	Inspection of Lot	N/A	
7.1.17	Maintenance of EVSE Equipment	N/A	

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 3**

EXHIBIT C

**Los Angeles County Parking Facility #87A -
Century Regional Detention Facility
11703 South Alameda Street
Lynwood, CA 90262**

Type of Parking Facility: Management Fee

Description: This automated facility has two entrance lanes and two exit lanes. Event fee is paid upon entry.

Days & Hours of Operation

Monday thru Sunday	7:00 AM - 7:00 PM
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Sufficient Coverage During Hours of Operation

Cashiers

7:00 AM - 7:00 PM

Supervisor

Available during operational hours

Usage & Number of Spaces

Usage: Authorized Visitor/Event/Public

Parking Spaces: 297

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	1	0

Event Driven

1 - Cashier

1 - Attendant

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Vacuum Sweep	Once a Week
7.1.2 Power Washing	N/A
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Within 24 hours of notification
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 hours of notification
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	As-Needed
7.1.10 Furnish, Replace and Install Cones/Markers	As-Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	One time re-stripe during contract term or as requested by County
7.1.12 Maintain Attendant Booths/Office	Daily.
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	Daily
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	Daily
7.1.17 Maintenance of EVSE Equipment	Daily

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 3**

EXHIBIT C

**Los Angeles County Parking Facility #89 - DPSS
Rancho
17600 Santa Fe Avenue
Rancho Dominguez, CA 90221**

Days & Hours of Operation	
Monday thru Friday	6:00 AM to 5:00 PM

Sufficient Coverage During Hours of Operation
Attendants
(1) 6:00 AM - 4:00 PM
(1) 8:00 AM - 5:00 PM
Cashiers
None
Supervisor
Available during operational hours

Type of Parking Facility: Management Fee

Description: The facility is a surface lot. The facility has one entrance and one exit lane. Contractor provides staffing only.

Usage & Number of Spaces
Usage: Authorized Visitor/Employee
Parking Spaces: 555

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
0	0	0	0	All	0	1	0

*** Coverage requirements based on tenant's request.**

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning	N/A
7.1.2 Power Washing	N/A
7.1.3 Removal of Debris & Litter	N/A
7.1.4 Graffiti Removal / Paint	N/A
7.1.5 Lighting	N/A
7.1.6 Repair Pot Holes & Spalling Concrete	N/A
7.1.7 Cleaning of Restrooms	N/A
7.1.8 Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9 Furnish, Replace and Install Signs	N/A
7.1.10 Furnish, Replace and Install Cones/Markers	N/A
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.12 Maintain Attendant Booths/Office	Daily
7.1.13 Inspection and Maintenance of Fire Extinguishers	N/A
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	N/A
7.1.17 Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 3**

EXHIBIT C

**Los Angeles County Parking Facility #93 -
Bellflower Court
10025 East Flower Street
Bellflower, CA 90706**

Type of Parking Facility: Management Fee

Description: The facility is a three level above grade parking structure. The facility has one entrance and one exit lane. Contractor is responsible for removal of graffiti only.

Days & Hours of Operation

Monday thru Friday	N/A
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**Sufficient Coverage During Hours of
Operation**

Attendants

None

Cashiers

None

Supervisor

None

Usage & Number of Spaces

Usage: N/A

Parking Spaces: 0

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
3	0	0	0	0	0	0	0

Maintenance

Frequency

7.1.1	Parking Facility Sweeping/Cleaning	N/A
7.1.2	Power Washing	N/A
7.1.3	Removal of Debris & Litter	N/A
7.1.4	Graffiti Removal / Paint	Within 24 Hours of Notification
7.1.5	Lighting	N/A
7.1.6	Repair Pot Holes & Spalling Concrete	N/A
7.1.7	Cleaning of Restrooms	N/A
7.1.8	Cleaning of Stairwells, Elevators, Escalators, Ramps	N/A
7.1.9	Furnish, Replace and Install Signs	N/A
7.1.10	Furnish, Replace and Install Cones/Markers	N/A
7.1.11	Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	N/A
7.1.12	Maintain Attendant Booths/Office	N/A
7.1.13	Inspection and Maintenance of Fire Extinguishers	N/A
7.1.14	Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15	Maintenance and Repair of Gate Arms	N/A
7.1.16	Inspection of Lot	N/A
7.1.17	Maintenance of EVSE Equipment	N/A

**INTERNAL SERVICES DEPARTMENT
STATEMENT OF WORK
PARKING FACILITY SPECIFICATION SHEET
REGION 3**

EXHIBIT C

**Los Angeles County Parking Facility #96A
(Zev Yaroslavy Family Support Center)
7555 Van Nuys Boulevard
Los Angeles, CA 91405**

Type of Parking Facility: Management Fee

Description: This facility is a three level above grade and three level below grade parking structure. The facility has two entrances and two exits. Also included is a small surface lot consisting of 20 parking spaces.

Days & Hours of Operation

Monday thru Friday: 7:00 AM - 5:30 PM

***Minimum Coverage Requirements During Hours of Operation**

Attendants

(1) 7:00 AM - 3:30 PM

(1) 9:00 AM - 5:30 PM

(1) 7:30 AM - 4:00 PM

Supervisor

Available during operational hours

Usage & Number of Spaces

Usage: Employee/Public

Parking Spaces: 1,335

Levels	Stairwell	Elevators	Escalators	Trash Cans	Restrooms	Booth	Office
6	4	4	N/A	N/A	N/A	N/A	N/A

*** Coverage requirements based on tenant's request.**

Maintenance	Frequency
7.1.1 Parking Facility Sweeping/Cleaning - Power Broom Sweeper for Parking Structures	Once a Week
7.1.2 Power Washing	Once a Year
7.1.3 Removal of Debris & Litter	Daily
7.1.4 Graffiti Removal / Paint	Daily
7.1.5 Lighting	Within 24 Hours of Notification
7.1.6 Repair Pot Holes & Spalling Concrete	Within 24 Hours of Notification
7.1.7 Cleaning of Restrooms	Within 24 Hours of Notification
7.1.8 Cleaning of Stairwells, Elevators, Escalators	Daily
7.1.9 Furnish, Replace and Install Signs	Daily
7.1.10 Furnish, Replace and Install Cones/Markers	As Needed
7.1.11 Maintenance of Painted Surfaces including Wheel Stops, Curbs and Pillars	As Needed
7.1.12 Maintain Attendant Booths/Office	One time re-stripe during contract term or as requested by County
7.1.13 Inspection and Maintenance of Fire Extinguishers	Inspect & Sign Monthly/Service Annually or Replace As-Needed
7.1.14 Maintenance/Clean All Automated Parking Equipment	N/A
7.1.15 Maintenance and Repair of Gate Arms	N/A
7.1.16 Inspection of Lot	Daily
7.1.17 Maintenance of EVSE Equipment	Daily

CONTRACTOR'S EEO CERTIFICATIONPCAM, LLC dba Parking Company of America (PCA)

Contractor Name

3165 Garfield Ave, Los Angeles, CA 90040

Address

202264403

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"/> |

Eric Chaves President

Authorized Official's Printed Name and Title

[Signature]
Authorized Official's Signature12/31/18
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Christie Carr
Title: Contracts Division Manager
Address: 1100 N Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-3101 Facsimile: (323) 415-821
E-Mail Address: CCarr@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ritu Sehgal
Title: Section Manager
Address: 500 W. Temple Street, Room B-95
Los Angeles, CA 90012
Telephone: (213) 974-9403 Facsimile: (213) 625-0182
E-Mail Address: Rsehgal@isd.lacounty.gov

COUNTY CONTRACT PROJECT MONITORS:

Name: Various
Title: County Contract Monitors
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (213) 974- 9505 Facsimile: (213) 625-0182
E-Mail Address: N/A

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** PCAM, LLC dba Parking Company of America (PCA)**CONTRACT NO:** 104707**CONTRACTOR'S PROJECT MANAGER:**Name: Ricardo DelgadoTitle: Director of OperationsAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (213) 798-7459Facsimile: (213) 622-9007E-Mail Address: rdelgado@parkpca.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Aaron ChavesTitle: Vice President of OperationsAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (949) 235-3773Facsimile: (213) 622-9007E-Mail Address: aaronchaves@parkpca.comName: Joseph "Pep" ValdesTitle: Executive Vice PresidentAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (562) 862-2118 EXT 210Facsimile: (213) 622-9007E-Mail Address: pvaldes@parkpca.com**Notices to Contractor shall be sent to the following:**Name: Eric ChavesTitle: PresidentAddress: 3165 Garfield Ave, Los Angeles, CA 90040Telephone: (562) 862-2118 EXT 205Facsimile: (213) 622-9007E-Mail Address: echaves@parkpca.com

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 PCAM, LLC dba Parking Company of America (PCA) Contract No. 104707

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: 12 / 31 / 18

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

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
 - 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.

Page 2 of 3

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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



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



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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 2.201 LIVING WAGE PROGRAM

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 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

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- 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. [16](#) 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;
 - 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.

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- 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 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.)

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2.201.060 - Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

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

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or

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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, Eric Chaves President
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by PCAM, LLC dba Parking Company of America (PCA)
Company or Subcontractor
on the Los Angeles County Contract that during the payroll period commencing on the
Service, Building or Work Site
1st day of January, and ending the 31st day of
Calendar Day of Month Month and Year Calendar Day of Month
December 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
PCAM, LLC dba Parking Company of America (PCA) 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:

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

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

Eric Chaves President

Owner or Company Representative Signature:

[Signature]

12/31/18
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.

ISD PARKING SERVICES COUNTY PARKING FACILITIES

FACILITY NUMBER	ADDRESS	TYPE OF PARKING FACILITY
REGION 1 - CIVIC CENTER		
10	145 North Broadway (Hall of Records)	Management Fee
14	135 North Grand Avenue (Music Center)	Revenue Share
16	111 South Grand Avenue (Disney Concert Hall)	Management Fee
18	140 North Grand Avenue (Hall of Administration)	Management Fee
26	120 South Olive Street	Revenue Share
54	1011 Browning Boulevard (Coliseum)	Revenue Share

REGION 2 - DOWNTOWN		
11A	220 North Broadway	Management Fee
12	211 West Temple Street (Hall of Justice)	Management Fee
22	232 North Grand Avenue (Nate's Lot)	Management Fee
29	313 North Figueroa (Health Services Building)	Management Fee
45	725 North Spring Street (China Town)	Management Fee
55	1601 Eastlake Avenue (Juvenile Hall)	Management Fee
58A*	721 North Spring Street (Alameda Garage)	Management Fee
75A	429 Bauchet Street (Men's Central Jail)	Management Fee
75B	429 Bauchet Street (Men's Central Jail)	Management Fee
75C	441 Bauchet Street (Men's Central Jail)	Management Fee
97	3350 Aerojet Avenue	Management Fee

REGION 3 - OUTLYING		
46*	318 West Adams Boulevard (Adams & Grand)	Management Fee
68*	523 Shatto Place (6th & Vermont)	Management Fee
76	4837 East Third Street (East LA Civic Center)	Management Fee
81	1100 North Eastern Avenue (ISD Administration)	Management Fee
87*	11705 Alameda St (Century Regional Detention Center)	Management Fee
87A*	11703 South Alameda Street (Century Regional Detention Center)	Management Fee
89*	17600 Santa Fe Avenue	Management Fee
93	10025 East Flower (Cerritos Ct.)	Management Fee
96A	7555 Van Nuys Boulevard	Management Fee

* These parking facilities also conduct special events. The contractor will receive a share of the revenue during the event.

CONTRACTOR COSTS ^[1]			COUNTY COSTS									
CONTRACT REGION & PAYMENT STRUCTURE			ITEM NO	CLASSIFICATION ^[4]	PROPOSED COUNTY FTEs ^[1]	MONTHLY SALARIES ^[2]	(a) ANNUAL SALARIES	(b) 5TH STEP VARIANCE (a)x94.7473% ^[3]	(c) EMPLOYEE BENEFITS ^[4] (b)x46.17	(d) BONUS ALLOWANCE ^[5]	TOTAL ANNUAL S&EB (b)+(c)+(d)	
REGION 1			REGION 1									
Contract Year 1 (12/1/18 - 11/30/19)			5993	PARKING LOT ATTENDANT (DAY)	38.15	\$ 3,065.36	\$ 1,403,321.81	\$ 1,329,609.52	\$ 613,880.72	\$ -	\$ 1,943,490.24	
Monthly Management Fee	\$ 1,550,114.88		5993	PARKING LOT ATTENDANT (NIGHT)	14.00	3,065.36	514,980.48	487,930.10	225,277.33	29,120.00	\$ 742,327.43	
Revenue Sharing ^[2]	\$ 1,653,922.85		6003	CONTRACT MONITOR SUPVR,PKG SVS,ISD	10.00	4,856.00	582,720.00	552,111.47	254,909.86	-	\$ 807,021.33	
Total Contract Year 1	\$ 3,204,037.73		6002	CONTRACT MONITOR,PKG SVS,ISD	-1.85	4,356.27	(96,709.19)	(91,629.35)	(42,305.27)	-	\$ (133,934.62)	
			1251	CASHIER-CLERK	0.46	2,906.00	16,041.12	15,198.53	7,017.16	-	\$ 22,215.69	
Contract Year 2 (12/1/19 - 11/30/20)			1253	CASHIER	0.23	3,461.45	9,553.60	9,051.78	4,179.21	-	\$ 13,230.99	
Monthly Management Fee	\$ 1,621,161.79		1254	INTERMEDIATE CASHIER	0.23	3,844.18	10,609.94	10,052.63	4,641.30	-	\$ 14,693.93	
Revenue Sharing ^[2]	\$ 1,796,056.84		Total - Region 1			61.22	\$ 25,554.62	\$ 2,440,517.75	\$ 2,312,324.68	\$ 1,067,600.30	\$ 29,120.00	\$ 3,409,044.98
Total Contract Year 2	\$ 3,417,218.63											
Contract Year 3 (12/1/20 - 11/30/21)												
Monthly Management Fee	\$ 1,627,620.60											
Revenue Sharing ^[2]	\$ 1,808,978.12											
Total Contract Year 3	\$ 3,436,598.72											
REGION 2			REGION 2									
Contract Year 1 (12/1/18 - 11/30/19)			5993	PARKING LOT ATTENDANT (DAY)	31.62	\$ 3,065.36	\$ 1,163,120.20	\$ 1,102,024.98	\$ 508,804.93	\$ -	\$ 1,610,829.92	
Monthly Management Fee	\$ 1,959,932.76		5993	PARKING LOT ATTENDANT (NIGHT)	14.00	3,065.36	514,980.48	487,930.10	225,277.33	29,120.00	\$ 742,327.43	
Revenue Sharing ^[3]	\$ -		6003	CONTRACT MONITOR SUPVR,PKG SVS,ISD	8.25	4,856.00	480,744.00	455,491.96	210,300.64	-	\$ 665,792.60	
Total Contract Year 1	\$ 1,959,932.76		6002	CONTRACT MONITOR,PKG SVS,ISD	-3.38	4,356.27	(176,690.31)	(167,409.30)	(77,292.87)	-	\$ (244,702.17)	
			1251	CASHIER-CLERK	0.85	2,906.00	29,641.20	28,084.24	12,966.49	-	\$ 41,050.73	
Contract Year 2 (12/1/19 - 11/30/20)			1253	CASHIER	0.42	3,461.45	17,445.71	16,529.34	7,631.60	-	\$ 24,160.93	
Monthly Management Fee	\$ 2,049,763.05		1254	INTERMEDIATE CASHIER	0.42	3,844.18	19,374.67	18,356.97	8,475.41	-	\$ 26,832.39	
Total Contract Year 2	\$ 2,049,763.05		Total - Region 2			52.18	\$ 25,554.62	\$ 2,048,615.94	\$ 1,941,008.29	\$ 896,163.53	\$ 29,120.00	\$ 2,866,291.82
Contract Year 3 (12/1/20 - 11/30/21)												
Monthly Management Fee	\$ 2,057,929.44											
Total Contract Year 3	\$ 2,057,929.44											
REGION 3			REGION 3									
Contract Year 1 (12/1/18 - 11/30/19)			5993	PARKING LOT ATTENDANT (DAY)	20.23	\$ 3,065.36	\$ 744,146.79	\$ 705,058.99	\$ 325,525.74	\$ -	\$ 1,030,584.73	
Monthly Management Fee	\$ 1,607,755.80		5993	PARKING LOT ATTENDANT (NIGHT)	4.00	3,065.36	147,137.28	139,408.60	64,364.95	8,320.00	\$ 212,093.55	
Revenue Sharing ^[3]	\$ -		6003	CONTRACT MONITOR SUPVR,PKG SVS,ISD	6.75	4,856.00	393,336.00	372,675.24	172,064.16	-	\$ 544,739.40	
Total Contract Year 1	\$ 1,607,755.80		6002	CONTRACT MONITOR,PKG SVS,ISD	-2.77	4,356.27	(144,802.41)	(137,196.38)	(63,343.57)	-	\$ (200,539.95)	
			1251	CASHIER-CLERK	0.69	2,906.00	24,061.68	22,797.79	10,525.74	-	\$ 33,323.53	
Contract Year 2 (12/1/19 - 11/30/20)			1253	CASHIER	0.35	3,461.45	14,538.09	13,774.45	6,359.66	-	\$ 20,134.11	
Monthly Management Fee	\$ 1,671,991.95		1254	INTERMEDIATE CASHIER	0.35	3,844.18	16,145.56	15,297.48	7,062.85	-	\$ 22,360.32	
Total Contract Year 2	\$ 1,671,991.95		Total - Region 3			29.60	\$ 25,554.62	\$ 1,194,562.98	\$ 1,131,816.17	\$ 522,559.53	\$ 8,320.00	\$ 1,662,695.70
Contract Year 3 (12/1/20 - 11/30/21)												
Monthly Management Fee	\$ 1,677,831.60											
Total Contract Year 3	\$ 1,677,831.60											
ANNUAL LABOR COSTS												
			Region 1					\$ 2,312,324.68	\$ 1,067,600.30	\$ 29,120.00	\$ 3,409,044.98	
			Region 2					\$ 1,941,008.29	\$ 896,163.53	\$ 29,120.00	\$ 2,866,291.82	
			Region 3					\$ 1,131,816.17	\$ 522,559.53	\$ 8,320.00	\$ 1,662,695.70	
										Total	\$ 7,938,032.50	
ANNUAL EQUIPMENT COSTS ^[6]												
			Region 1								\$ -	
			Region 2								\$ 20,329.71	
			Region 3								\$ 18,157.98	
										Total	\$ 38,487.69	
ANNUAL SERVICES AND SUPPLIES COSTS ^[7]												
			Region 1								\$ 1,104,987.30	
			Region 2								\$ 1,417,237.85	
			Region 3								\$ 1,253,590.58	
										Total	\$ 3,775,815.73	
ANNUAL INDIRECT COSTS ^[8]												
			Region 1								\$ 178,570.78	
			Region 2								\$ 327,379.77	
			Region 3								\$ 267,856.18	
										Total	\$ 773,806.73	
START-UP COSTS ^[9]												
			Region 1								\$ 225,669.17	
			Region 2								\$ 459,177.08	
			Region 3								\$ 301,022.65	
										Total	\$ 985,868.90	
TOTAL ESTIMATED AVOIDABLE COSTS												
			Region 1								\$ 4,918,272.24	
			Region 2								\$ 5,090,416.23	
			Region 3								\$ 3,503,323.09	
										Total Avoidable Costs	\$ 13,512,011.56	
Year 1 Total:	\$ 6,771,726.29											
Year 2 Total:	\$ 7,138,973.63											
Year 3 Total:	\$ 7,172,359.76											

**INTERNAL SERVICES DEPARTMENT
PROP A COST ANALYSIS
PARKING FACILITIES MANAGEMENT SERVICES
FISCAL YEAR 2018-2019**

COST SAVINGS CALCULATIONS		REGION 1	REGION 2	REGION 3	COMBINED
TOTAL ESTIMATED AVOIDABLE COSTS: ^[10]	\$	4,918,272.24	\$ 5,090,416.23	\$ 3,503,323.09	\$ 13,512,011.56
ESTIMATED NON-RECURRING START-UP COSTS:	\$	225,669.17	\$ 459,177.08	\$ 301,022.65	\$ 985,868.90
TOTAL AVOIDABLE COSTS LESS START-UP COSTS: ^[10]	\$	4,692,603.07	\$ 4,631,239.15	\$ 3,202,300.44	\$ 12,526,142.66
TOTAL ESTIMATED CONTRACT COSTS:					
YEAR 1	\$	3,204,037.73	\$ 1,959,932.76	\$ 1,607,755.80	\$ 6,771,726.29
YEAR 2	\$	3,417,218.63	\$ 2,049,763.05	\$ 1,671,991.95	\$ 7,138,973.63
YEAR 3	\$	3,436,598.72	\$ 2,057,929.44	\$ 1,677,831.60	\$ 7,172,359.76
COST SAVINGS INCLUDING NON-RECURRING START-UP COSTS ^[11]					
ESTIMATED SAVINGS FROM CONTRACTING: ^[13]					
YEAR 1	\$	1,714,234.51	\$ 3,130,483.47	\$ 1,895,567.29	\$ 6,740,285.27
ESTIMATED SAVINGS PERCENTAGE:					
YEAR 1		35%	61%	54%	50%
COST SAVINGS EXCLUDING NON-RECURRING START-UP COSTS ^[12]					
ESTIMATED SAVINGS FROM CONTRACTING: ^[13]					
YEAR 1	\$	1,488,565.34	\$ 2,671,306.39	\$ 1,594,544.64	\$ 5,754,416.37
YEAR 2	\$	1,275,384.43	\$ 2,581,476.10	\$ 1,530,308.49	\$ 5,387,169.02
YEAR 3	\$	1,256,004.35	\$ 2,573,309.71	\$ 1,524,468.84	\$ 5,353,782.90
ESTIMATED SAVINGS PERCENTAGE:					
YEAR 1		32%	58%	50%	46%
YEAR 2		27%	56%	48%	43%
YEAR 3		27%	56%	48%	43%

FOOTNOTES:

- [1] Sources: Contractor Staffing Plan, Budget Sheet, and Auditor calculations.
- [2] Revenue Sharing calculations for Region 1 are based on the FY 16-17 Annual Adjusted Gross Revenues included as Appendix Q in the RFP. (Lot 14: \$4,062,851.19; Lot 26: \$1,041,821.35; Lot 54: \$63,836.36)
- [3] Revenue sharing in Regions 2 and 3 is for special events only. Since the actual need for special events is not known and varies greatly from year to year, we did not include these estimates in our calculations.
- [4] Proposed County staff classifications are consistent with the services outlined in the RFP. ISD would have more supervisors than the proposer because the proposer plans to have on-call supervisors, but the County would have supervisors staffed during operating hours. In addition, the proposer would have parking lot attendants perform custodial and general maintenance duties, but the County would need to employ Custodians and General Maintenance Workers to perform these duties.

AUDITOR-CONTROLLER QUALIFICATIONS/REVISIONS:

- [1] ISD did not adjust their estimated labor needs based on productive work hours and did not differentiate between day and night shift positions. We calculated total FTEs and day/night position needs based on staffing schedules and total hours estimates provided by ISD. We rounded partial positions (over 0.2) up, since the County would not employ part-time staff. ISD had several direct staff assigned to all regions (2 Cashier-Clerks, 1 Cashier, 1 Intermediate Cashier). We allocated these positions each region based on the number of parking lots (Region 1: 6 lots, Region 2: 11 lots, Region 3: 9 lots). We allocated the adjustments for current staffing (8 Parking Lot Attendants) in the same manner. If the services are insourced, the current Contract Monitors would be reclassified as Contract Monitor Supervisors. We included a negative amount allocated to each region based on the number of parking lots for the eight current Contract Monitors to capture the difference in salary between the two positions. ISD would need a total of 27 Contract Monitor Supervisors if services were insourced. We allocated 18 Contract Monitor Supervisors (20 total for all regions less 2 current staff) to 24 lots because two lots in Region 1 have on-site supervisors (7 total for lots 14 and 16).
- [2] ISD estimated salaries based on fixed percentage increases to outdated salary schedules, rather than using current salary schedules listed in MOUs and County Code 06.28.050. We used the top step amounts from the DHR Salary Schedules effective 4/1/18.
- [3] ISD used the Auditor-Controller FY 2017-2018 Top Step Variance Factor for ISD of 95.2255%. We used the Auditor-Controller FY 2018-2019 Top Step Variance Factor for ISD of 94.7473%.
- [4] ISD calculated FY 2018 - 2019 employee benefits rate, based on their estimated actuals. However, the figures used in their calculations were not consistent with ISD's adopted budget, per Rachele Anema, A-C Accounting Principal Accountant. We used the A-C Calculated FY 2017-18 budgeted employee benefit rate of 54.547% and deducted OPEB, Unemployment Insurance, Retiree Insurance, and Disability from the rate to arrive at an employee benefit rate of 46.17% (54.547% - 1.331% - 0.012% - 6.097% - 0.937% = 46.17%).
- [5] Per MOU between County and bargaining unit 431, PLAs working evening or night shifts are entitled to a \$1 per hour shift differential (calculated at \$2,080 for each FTE assigned to the night shift).
- [6] Equipment costs consist of depreciation for vehicle purchases. ISD would purchase five electric carts at \$6,515.20 each and two Chevy Bolts at \$41,443.55 each. Both would be depreciated over three years, per A-C Accounting standard schedule for regular vehicles. See "Cost Breakdown" tab for allocation by region.
- [7] Services and supplies costs consist of uniforms, radios, cell phone monthly charges, wifi monthly access charges, drinking water for employees, vehicle maintenance, tickets for parking machines, valet, maintenance supplies, cleaning supplies, waste removal services, armored truck services, sweeper truck rental/service, parking lot restriping. Also included pre-employment screenings for employee turnover.
- [8] Indirect Costs consist of labor and monthly phone charges for management and administrative staff (1 Section Manager, 1 ASM II, 1 Secretary III, 1 Staff Assistant, 1 Administrative Assistant I, 3 Senior Clerk). Labor costs includes 5th step variance and benefits. Allocated the total amount to each region based on the number of parking lots (Region 1: 6 lots, Region 2: 11 lots, Region 3: 9 lots).
- [9] Start-up costs consist of office renovations, exam administration for new staff, pre-employment screening for new staff, training, staff in place prior to the start of services, cell phones, cones and safety equipment, computers, and wifi access point set-up. ISD allocated start-up costs over the initial three-year term of the contract. However, we treated them as one time expenses. See "Cost Breakdown" tab for additional details and allocation by region.
- [10] We used the same County avoidable costs for all three contract years because future COLAs and price increases are not known at this time.
- [11] We calculated the estimated cost savings from contracting including non-recurring start-up costs. The County's estimated savings of \$1,653,571.05 for Region 1, \$3,356,434.24 for Region 2, and \$1,804,572.10 for Region 3 would only occur during the first year.
- [12] We calculated the estimated cost savings from contracting excluding non-recurring start-up costs. The County is expected to have an estimated annual savings of \$1,275,384.43 for Region 1, \$2,934,096.79 for Region 2, and \$1,530,308.49 for Region 3 in the second year of the contract and \$1,256,004.35 for Region 1, \$2,927,335.27 for Region 2, and \$1,524,468.84 for Region 3 in the third year of the contract.
- [13] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events) during the contract period. In addition, there are several deductions for liquidated damages if the contractor fails to comply with conditions of the contract, which would decrease the cost of the contract. Since these amounts are not known, we did not include them in our estimates.

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Award information has not been added at this time.

[Bid Information](#)
Bid Number : 104707

Bid Title : Parking Facilities Management Services RFP #104707

Bid Type : Service

Department : Internal Services Department

Commodity : MANAGEMENT SERVICES - PARKING

Open Date : 5/30/2018

Closing Date : 6/25/2018 2:00 PM

Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The Los Angeles County Internal Services Department is issuing a Request for Proposals (RFP) to solicit proposals from qualified vendors who can provide Parking Facilities Management Services at multiple facilities, in one, two or three Regions, throughout the County of Los Angeles. A Mandatory Proposers' Conference will be held on Monday, June 11, 2018. Mandatory Site Visits of selected parking facilities will be held on the same day, following the Proposers' Conference.

Contact Name : Saro Toutounjian

Contact Phone# : (323) 267-2562

Contact Email : stoutounjian@isd.lacounty.gov
Last Changed On : 5/30/2018 5:37:03 PM

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Vendor ID	Company Name	Contact Name	Phone Number
017541	FEDERAL APD, INC.	GAYLE AKINS	248-374-9600
055257	PCAM-LLC	AARON CHAVES	562-862-2118
055257	PCAM-LLC	PEP VALDES	562-862-2118 Ext 210
059465	PARKING CONCEPTS INC	REBECCA	323-464-4190
059465	PARKING CONCEPTS INC	SHAWN SHAHABI	213-746-5764
059465	PARKING CONCEPTS INC	JAMES H CANTRELL	949-753-7525
059465	PARKING CONCEPTS INC	KERMIT W. KINGSBURY	949-753-7525
059465	PARKING CONCEPTS INC	ROBERT HINDLE	213-746-5764
104340	A&L DOOR CONTROLS INC	JENNIFER SANOW	818-897-8790
107488	CENTER FOR WELFARE REFORM & WD	FAUSTINO ABILA	714-828-4956
111465	CENTRAL PARKING SYSTEM, INC.	ANDREA M GAPPELL	213-612-4460 Ext 233
111465	CENTRAL PARKING SYSTEM, INC.	CUSTOMER SERVICE	562-499-4649
111465	CENTRAL PARKING SYSTEM, INC.	N/A	626-300-5070
111465	CENTRAL PARKING SYSTEM, INC.	JASON R. JOHNSTON	213-612-4460 Ext 15
114294	ANDERSON ASSOCIATES STAFFING	LISA MCCOY	323-930-3170 Ext 13
116465	OSCAR A GAMEZ	OSCAR A GAMEZ	323-855-4129
117837	WPS	RUSSELL MILLER	818-553-0335 Ext 268
117837	WPS	SHELLIE DAVIS	818-553-0335 Ext 24
118206	DEBI ELTON	DEBI ELTON	562-307-7432
118214	VITAL SAFETY SOLUTIONS	CHRIS ANDERSON	562-866-9441
126576	STRATEGIC SYSTEMS GROUP, INC	CHRISTOPHER ROLLINS	585-271-1890
127919	CLASSIC PARKING, INC.	NONE NONE	213-742-1238
127919	CLASSIC PARKING, INC.		213-742-1238
127919	CLASSIC PARKING, INC.	TIFFANY COLLINS	213-742-1238
127985	IMPERIAL PARKING INDUSTRIES,	PAUL GNASSO	323-651-5588 Ext 102
128616	ORIGINAL PARKING SERVICES, INC	JACK MARTIKYAN	818-894-7443
128983	DAJA, INC.	FALISHA BRUNER	415-956-4029
130044	PARKMED INC	JOHN M DIEZ	813-298-0269
133335	RICH AND ASSOCIATES	RICK A. RICH	248-353-5080 Ext 208
134198	PARSONS ENVIRONMENT AND INFRASTR	RANDY BRITT	626-440-2560
134198	PARSONS ENVIRONMENT AND INFRASTR	SHERRI CREVELING	626--44-0-42
134198	PARSONS ENVIRONMENT AND INFRASTRUCTURE GROUP INC		626-440-2560
134198	PARSONS ENVIRONMENT AND INFRASTR	ERIC MARTIN	626-440-2562
134198	PARSONS ENVIRONMENT AND INFRASTR	SHERRI CREVELING	626-440-2560
135417	FIFTH SERENDIPITY INC	ROSE ZELAYA	213-613-1500
135719	THREE POINT VALET PARKING, INC.	ANWAR H. CARAM	818-954-9900
137820	COMPLUS DATA INNOVATIONS, INC.	BILL GERAGHTY	914-747-1200 Ext 237
139327	REPUBLIC PARKING	DAVE SCHILLING	206-783-4144 Ext 102
140511	UNITED VALET PARKING, INC	KENNY SABET	310-642-7740
140512	PROFESSIONAL ACCOUNT MGT LLC	BRAD MAGEE	866-219-4917
140512	PROFESSIONAL ACCOUNT MGT LLC	DIANE CUNNINGHAM	866-560-8612
145392	OFFICE OF SPECIAL	PAMELA LEE	760-413-4427
149524	URBAN PARK CONCESSIONAIRES	MARSHALL PIKE	530-529-1512
150057	SRJR CONSULTING, INC.	RANDY R BICK	909-985-6677
153414	VSCE INC	JESUS M VARGAS	510-835-5001
155550	MIDTOWN LANIER PARKING SYSTEMS	JOSEPH P WENDEROTH	404-879-7660

Vendor ID	Company Name	Contact Name	Phone Number
155569	CORPORATE SERVICES GROUP, LLC	DEAN P MORRIS	800-310-4600
155755	INTEGRITY PARKING SYSTEMS, LLC	JAMES V LAROCCO	440-543-4123 Ext 222
157277	ABM SERVICES, INC.	ANGIE LEMUS	213-763-5822
157277	ABM SERVICES, INC.	CARL P LUCERO	213-709-3335
157399	SAGE ADVISORS, INC.	LUCY MCCOY	213-346-0400
159033	DIAMOND PARKING SERVICES, LLC	HUGH W ROWLES	714-316-4548
159680	QUALITY PARKING SERVICE, INC. TOWN	BEN AKBARY	818-382-6699
159792	ALLTECH INDUSTRIES INC.	HILDA PEREZ	760-486-0779
160446	TWIN VALET PARKING, INC.	STEVE RODRIGUEZ	323-209-7084
161749	AMERIPARK, LLC	NICOLE MEYER	404-812-0833
162684	CALE AMERICA INC.	VIVIAN TAYLOR	813-405-3900 Ext 213
163291	SANTA MARGARITA CONSTRUCTION CO	JOHN BRUKIEWICZ	805-237-1186
163498	CASE SYSTEMS INC	CHRISANN LAWSON	949-988-7504
163501	NORVELL THOMAS	NORVELL THOMAS	323-309-9937
163745	GRACES & MORE INC	MARC NAJJAR	310-404-1838
163991	JUNIUS F JOHNSON	JUNIUS F JOHNSON	310-466-2436
164711	JULIE DIXON	JULIE DIXON	213-716-6933
165089	A1 SERVICE SOLUTIONS INC	NICK ABOOSH	916-277-8090
165746	PROFESSIONAL PARKING	RALPH CALDIN	562-494-2090
165782	HOSPITALITY PARKING OF AMERICA	TARIK AMEQRANE	877-920-7275
167316	VIRTEK COMPANY	ANKUR KHANN	909-794-2673
167316	VIRTEK COMPANY	VIRGAL T WOOLFOLK	951-741-9297
167837	NOBEL SYSTEMS	LORRAINE FRIEL	888-950-9550 Ext 22
168594	PHOENIX GROUP INFORMATION SYSTEM	DAWN CARRIER	714-460-7200
169842	KEN GRAHAM	KEN GRAHAM	949-355-1396
170962	ACADEMY GROUND TRANSPORTATION	PAULINE SOKOLOVSKY	323-666-7776 Ext 1003
171700	PERFECT PARKING, INC.	MICHAEL SHELTON	213-507-4153
172012	GLOBAL PARKING SYSTEM INC	ALAZAR ASMAMAW	323-282-5588
173534	ALVIN AALIM TURNER	ALVIN AALIM TURNER	888-443-5066 Ext 101
173547	LIA REYES	LIA REYES	213-819-9009
173734	JR PARKING CONSULTANTS LLC	JANIS RHODES	949-754-2884
174563	TRANSPORTATION MOBILITY SOLUTION	ARTI GUPTA	626-689-5218
174877	DIXON RESOURCES UNLIMITED	JULIE DIXON	213-716-6933
177831	PARKING VETERANS LLC	JOHN SPARKS	714-699-3541 Ext 3
178060	SPOTLESS RESOLUTION	YAN MANKO	888-924-7770 Ext 777
178389	DAVID TELLEZ	DAVID TELLEZ	909-973-1492
178435	NATIONWIDE CONSULTING	YOUNES BENNANI	855-331-5550
178621	GRACE INDUSTRIES	CHRISTIE MAIER	866-468-5889
179194	PRUDENT SECURITY	MICHAEL PRUDENT	310-968-9131
179574	BEYOND LOGISTICS SERVICES	IVAN VALLE	281-710-3177
179591	SEMINOLE EXCHANGE LLC	TROY MASON	954-917-4800 Ext 740
179743	LEONARDO MANAGEMENT, INC.	DANIEL CUNNINGHAM	213-674-4140
179821	LAZ PARKING CALIFORNIA, LLC	RYAN DOLLAR	310-446-7925
180779	ALEX MIRANDA	ALEX MIRANDA	562-446-6789
180963	FAITH-BUILD INTERNATIONAL (FBI)	MELVIN ASHLEY	310-753-8560
181959	IPSENS	CRISTINA GOMEZ	888-705-1196 Ext 3

Vendor ID	Company Name	Contact Name	Phone Number
183100	UNIVERSAL STRESS FREE ZONES	KOREY WYATT	213-537-3311
184274	JULIET MBADUGHA	JULIET MBADUGHA	562-713-1552
184569	PARKING LLC	ARTUR ISRAYELIAN	844-729-7275
184593	BRYANT PARK	BRYANT PARK	619-663-7275
184818	LOGISTIC PARKING, INC.	JOSE CHICAS	818-299-7793
185771	JOSEPH F DUDEK	JOSEPH DUDEK	626-260-1750
186668	REPUBLIC PARKING SYSTEM LLC	JACK SKELTON	423-756-2771 Ext 2710
500070	FIVE STAR PARKING	LARRY ISROW	213-627-8211 Ext 224
500070	FIVE STAR PARKING	DEV THAKORE	213-687-4484
500070	FIVE STAR PARKING	FANY FUENTES	213-620-0115
500070	FIVE STAR PARKING	Margie Carrillo	213-627-8211
500070	FIVE STAR PARKING	UNKNOWN	213-975-1454
500070	FIVE STAR PARKING		(213) 627-8211
500070	FIVE STAR PARKING	UNK	213-687-8211
500070	FIVE STAR PARKING	UNKNOWN	NULL
503430	ABM PARKING SERVICES	MELONIE JOHNSON	310-444-0051
503430	ABM PARKING SERVICES	NONE	213-202-2785
503430	ABM PARKING SERVICES	NONE NONE	213-202-2785
503430	ABM PARKING SERVICES	UNKNOWN	415-351-4450
503430	ABM PARKING SERVICES	UNKNOWN	916-443-5453
503430	ABM PARKING SERVICES	NONE NONE	916-443-5453
503430	ABM PARKING SERVICES	RUBEN URRUTIA	562-437-6572
503430	ABM PARKING SERVICES	ARNOLD KLAUBER	213-284-7699
503430	ABM PARKING SERVICES	CIPRIANO BENVEGNI	213-620-0115
503430	ABM PARKING SERVICES	CUSTOMER SERVICE	213-620-0115
503430	ABM PARKING SERVICES	JACKIE	213-624-6065 Ext 247
503430	ABM PARKING SERVICES	UNKNOWN	310-641-1611
503430	ABM PARKING SERVICES	UNKNOWN	323-292-6603
503430	ABM PARKING SERVICES	VICTOR CARRANZA	562-432-5166
505513	CITY OF WHITTIER		(562) 464-3530
505513	CITY OF WHITTIER	UNKNOWN	562-464-3530
505513	CITY OF WHITTIER		(626) 458-5990
505513	CITY OF WHITTIER	UNKNOWN	213-945-8200
505513	CITY OF WHITTIER	UNKNOWN	562-409-1850
505513	CITY OF WHITTIER		(310) 699-7411
505513	CITY OF WHITTIER		(562) 945-8200
505513	CITY OF WHITTIER		000-000-0000
505513	CITY OF WHITTIER		562-945-8200
505513	CITY OF WHITTIER		NO -PHO-MBER
505513	CITY OF WHITTIER	LT CHUCK KETESLEGER	562-945-8250
505513	CITY OF WHITTIER	NANCY MENDEZ	562-567-9305
505513	CITY OF WHITTIER	P. EVANS	562-946-2237
505513	CITY OF WHITTIER	UNKNOWN	562-464-3430
505513	CITY OF WHITTIER		NULL
505513	CITY OF WHITTIER		(209) 948-7047
505513	CITY OF WHITTIER		(562) 464-3518

Vendor ID	Company Name	Contact Name	Phone Number
507132	CGI TECHNOLOGIES & SOLUTIONS	ANDREA NAM WICKLE	213-613-5402
507132	CGI TECHNOLOGIES & SOLUTIONS	DARREN LEE	213-977-4266
507132	CGI TECHNOLOGIES & SOLUTIONS	MICHAEL MCMANUS	216-416-6408
507132	CGI TECHNOLOGIES & SOLUTIONS	N/A	703-633-0198
507132	CGI TECHNOLOGIES & SOLUTIONS	MICHELLE RIVES	703-267-8312
507132	CGI TECHNOLOGIES & SOLUTIONS	N/A	916-283-2088
507132	CGI TECHNOLOGIES & SOLUTIONS	ROEL AGUILAN	480-249-3019
507132	CGI TECHNOLOGIES & SOLUTIONS	DARREN M LEE	559-977-4266
507132	CGI TECHNOLOGIES & SOLUTIONS	MICHELLE RIVES	703-633-0198
507132	CGI TECHNOLOGIES & SOLUTIONS		866-344-3221
507132	CGI TECHNOLOGIES & SOLUTIONS	ANDREA VAN WICKLE	213-613-5440
507132	CGI TECHNOLOGIES & SOLUTIONS	DENNIS P. RYAN	518-218-7709
507172	MCCAIN INC	CAROLE CLARK	760-734-5050
512503	PARKING CO OF AMERICA MGMT,LLC	N/A	323-987-6570
512503	PARKING CO OF AMERICA MGMT,LLC	HELEN MOUAT	562-862-2118 Ext 101
518753	MODERN PARKING, INC.	GARY PITTS	213-482-8400
518753	MODERN PARKING, INC.	N/A	000-000-0000
518753	MODERN PARKING, INC.	ARIFUR RAHMAN	213-482-8400
525948	STANDARD PARKING CORPORATION	MANIEH VALENCIA	213-251-2825
525948	STANDARD PARKING CORPORATION	N/A	323-299-9670
525948	STANDARD PARKING CORPORATION	N/A	562-437-6572
525948	STANDARD PARKING CORPORATION	PEDRO GUTIERREZ	213-272-8362
525948	STANDARD PARKING CORPORATION	UNK	213-488-3174
525948	STANDARD PARKING CORPORATION	THOMAS SHEPOS	000-000-0000
525948	STANDARD PARKING CORPORATION	CUSTOMER SERVICE	213-680-7723
525948	STANDARD PARKING CORPORATION	KARLA GUZMAN	562-243-3604
525948	STANDARD PARKING CORPORATION	STEVE RESNICK	213-488-3174
525948	STANDARD PARKING CORPORATION	DIANA LEE	310-641-8740
525948	STANDARD PARKING CORPORATION	MARIA TORRES	213-251-2823
525948	STANDARD PARKING CORPORATION	N/A	213-251-2823
525948	STANDARD PARKING CORPORATION	TIMOTHY DOWNEY	626-300-5070

PROPOSERS' ORGANIZATION AND CBE INFORMATION

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

FIRM INFORMATION		PCAM, LLC dba Parking Company of America (PCA) (Selected Vendor)	L & R Group of Companies (Non-Selected Vendor)
Cultural/Ethnic Composition		% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American		
	Hispanic/Latin American	66.67	
	Asian American		
	American Indian/Alaskan		
	Filipino		
	White		80
	Women	33.33	20
		Number	Number
MANAGERS	Black/African American	1	7
	Hispanic/Latin American	17	2
	Asian American	2	0
	American Indian/Alaskan	0	0
	Filipino	0	0
	White	13	3
	Women (included above)	3	2
STAFF	Black/African American	203	310
	Hispanic/Latin American	775	711
	Asian American	102	99
	American Indian/Alaskan	7	11
	Filipino	0	0
	White	99	137
	Women (included above)	288	395
TOTAL # OF EMPLOYEES		1,219	1,285
BUSINESS STRUCTURE		LLC	Corporation
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		Minority	
Certifying Agency		NMSDC, Supplier Clearing House	