



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

April 15, 2008

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

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS:  
HAHN'S TROLLEY AND SHUTTLE SERVICE  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

This action is to approve an amendment to an existing contract with Watts Labor Community Action Committee to continue to provide the Hahn's Trolley and Shuttle Service in the unincorporated community of Willowbrook on a month-to-month basis beginning June 1, 2008, for up to 36 months.

**IT IS RECOMMEND THAT YOUR BOARD:**

1. Find that this service continues to be statutorily exempt from the provisions of the California Environmental Quality Act.
2. Find that this service continues to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve Amendment Ten to Contract No. 71937 with Watts Labor Community Action Committee for Hahn's Trolley and Shuttle Service to extend the operation and management of transit services on a month-to-month basis for up to 36 months beginning on June 1, 2008.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

4. Authorize the Department of Public Works to expend a total contract sum of up to \$2,772,000 which equals a monthly amount of up to \$77,000 for this extension.
5. Delegate authority to the Acting Director of Public Works, his successor, or designee to expend up to an additional 30 percent of the contract sum for bus rental costs when County-owned vehicles are out of service for extended periods of time (e.g., major repairs and bus rehabilitation efforts) and for additional work contemplated by the contract, if required.
6. Instruct the Chair of the Board of Supervisors to execute the amendment.

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

The purpose of this action is to continue the operation of the fixed-route transit service on a month-to-month basis, not to exceed 36 months beginning June 1, 2008, and to provide the Department of Public Works (Public Works) the time required to evaluate combining the Hahn's Trolley and Shuttle Service with the Rosewood Smart Shuttle Service after its initial two-year pilot period, develop a new Request For Proposals, and complete the solicitation process for a replacement contract.

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

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Organization Effectiveness (Goal 3). This service will continue to improve the mobility of transit-dependent patrons. This amendment will also continue to utilize the current contractor's expertise to effectively provide this transit service in a timely and responsive manner.

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

There will be no impact to the County General Fund.

The contract amendment is for a total amount not to exceed \$2,772,000 for the 36-month term (\$77,000 monthly), plus an additional 30 percent per month for bus rental cost, fuel cost adjustments, and unforeseen, additional work within the scope of the contract amendment. The extension will commence on June 1, 2008, on a

month-to-month basis for up to 36 months. The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program included in the Fiscal Year 2007-08 and to be included in the proposed Fiscal Years 2008-09, 2009-10, and 2010-11 Transit Enterprise Fund Budgets.

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

On September 8, 1998, your Board approved Contract No. 71937 with the Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to patrons of the unincorporated area of Willowbrook.

The contract was for an initial three-year period with two 1-year renewal options for a total period of five years beginning October 1, 1998. On September 9, 2003, Item 32, your Board approved an extension of this contract for up to six months starting October 1, 2003, to allow Public Works to complete the solicitation process for a replacement contract. Proposals were received; however, all proposals were rejected. On March 16, 2004, Item 48, your Board approved an extension of this contract for up to nine months from April 1, 2004, to December 31, 2004.

Public Works conducted community meetings and revised the scope of work to expand the service by adding a fourth route. Due to the extensive community input regarding the additional route, on December 7, 2004, Item 33, your Board approved an extension of this contract for an additional nine months from January 1, 2005, to September 30, 2005. The process to add the new route into the revised scope of work took longer than anticipated. Therefore, on September 6, 2005, Item 43, your Board approved an extension of this contract for an additional nine months from October 1, 2005, to June 30, 2006.

During the nine-month period, the proposed scope of work was further modified to specify that the contractor will be required to provide four themed trolleys and three shuttle vehicles for the new service as the County-owned vehicles are scheduled to be retrofitted or retired from service due to their age. On June 13, 2006, Item 47, your Board approved an extension of this contract for an additional 11 months from July 1, 2006, to May 31, 2007. A new Request for Proposals was released on October 23, 2006. Four proposals were received on December 4, 2006.

All four proposals failed some portion of the preliminary pass/fail evaluation. As a result, all proposals were rejected. A revised Request for Proposals was released on March 19, 2007. On May 15, 2007, Item 43, your Board approved an extension of this contract for an additional six months from June 1, 2007, to November 30, 2007.

Three responsive proposals were received on June 18, 2007. On November 6, 2007, Item 33, your Board approved an extension of this contract for an additional six months from December 1, 2007, to May 1, 2008.

The Rosewood Smart Shuttle Service in this area is scheduled to begin on July 1, 2008. We have determined that it may be beneficial to combine the Rosewood Smart Shuttle and the Hahn's Trolley and Shuttle Services to take advantage of potential cost savings due to the economy of scale. As a result, we elected to cancel the solicitation on January 7, 2008. The requested three-year contract extension will provide the time required to further assess the feasibility of combining these shuttle services and allow for the preparation of a new solicitation.

This amendment also amends this contract to incorporate your Board's revised living wage rates and contract language. Public Works has also evaluated and determined that the contractor is a nonprofit 501(c)3 organization and is exempt from the County Living Wage Program.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of continuing to contract for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

This Proposition A contract does not allow for a cost-of-living adjustment for the duration of this extension. However, an adjustment is included in the contract amount for fuel cost adjustments in accordance with Amendment Eight.

All other terms, conditions, requirements, and specifications of the existing contract, as previously amended, shall remain in effect.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed service is statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080 (b) (10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

The Honorable Board of Supervisors  
April 15, 2008  
Page 5

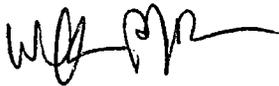
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The extension of this contract provides for the continuation of the current service and will not result in the displacement of any County employees since this service is currently contracted with the private sector.

**CONCLUSION**

Please return two adopted copies of this letter along with the Contractor Execute and Department Conform copies to Public Works, Programs Development Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DDE  
SA:abc

Attachments (4)

c: County Counsel  
Office of Affirmative Action Compliance  
Department of Public Works (Administrative Services)

TENTH AMENDMENT TO  
CONTRACT NO. 71937

BOARD EXECUTE

HAHN'S TROLLEY AND SHUTTLE SERVICE (WILLOWBROOK)

This TENTH AMENDMENT to CONTRACT NO. 71937, made and entered into this 15<sup>th</sup> day of APRIL, 2008, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY), and the WATTS LABOR COMMUNITY ACTION COMMITTEE, a nonprofit corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, on September 8, 1998, COUNTY and CONTRACTOR entered into CONTRACT NO. 71937 to provide fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook (hereinafter referred to as SERVICE); and

WHEREAS, the NINTH AMENDMENT to CONTRACT NO. 71937 expires on May 31, 2008; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE at the same terms, conditions, requirements, and specifications of the original Contract and all prior amendments; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE at the same rate of \$48 per revenue hour; and

WHEREAS, the parties wish to include certain provisions due to current changes in COUNTY policy and State law; and

WHEREAS, the CONTRACTOR has demonstrated to the satisfaction of the COUNTY that it is a nonprofit organization and is therefore exempt from the Living Wage Program pursuant to the Los Angeles County Code; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to further extend CONTRACT NO. 71937 on a month-to-month basis, not to exceed thirty-six (36) months, for the Hahn's Trolley and Shuttle Service beginning June 1, 2008, while COUNTY reviews the results from adjacent community services in June 2010, to potentially combine this SERVICE into a new Request For Proposals taking advantage of the larger economy of sale and complete the solicitation process.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CONTRACTOR and of the promises herein contained, it is hereby agreed as follows:

71937  
Supplement No. 5

FIRST: The term of CONTRACT NO. 71937 is hereby extended on a month-to-month basis, not to exceed thirty-six (36) months, beginning on June 1, 2008, through May 31, 2011. CONTRACTOR shall provide continuous SERVICE from month to month, unless the COUNTY provides written notice of nonrenewal at least ten (10) days before the last day of any month, in which case this CONTRACT shall expire as of midnight of the last day of that month.

SECOND: The CONTRACTOR'S Compliance with COUNTY'S Living Wage Program, set forth in Subsection I, of Exhibit A of AMENDMENT 1, is deleted in its entirety and is replaced by Attachment A, which is attached hereto and incorporated by reference herein.

THIRD: The CONTRACTOR agrees, if not exempt from the COUNTY Living Wage Program, to pay its employees providing services under this CONTRACT the Living Wage in accordance with the CONTRACTOR Living Wage Declaration (Attachment B), which is attached hereto and incorporated by reference herein.

FOURTH: CONTRACT Section 14.5, Special Service Operation to Support a Non-Emergency, is added. As requested by the Director, the CONTRACTOR may be asked, from time to time, to provide and operate spare Service Vehicles (including Service Vehicle operators) in support of special events and community programs (e.g., holiday parades, community fairs, etc.). The CONTRACTOR shall provide this service under the same requirements and be paid in the same manner as for the SERVICE under this CONTRACT.

FIFTH: CONTRACT Section 16 C, Operating Performance Standards: Penalties, is modified to add subsection 11 National Transportation Database (NTD) Reporting. The CONTRACTOR shall submit NTD reports to both Metro and the COUNTY within the required reporting due dates. Liquidated damages of \$50 per calendar day (including business days, weekends, and holidays) may be assessed for late NTD reports.

SIXTH: CONTRACT Section 17, Service Records and Records, subsection B.8, NTD Reports, is deleted in its entirety and is replaced by Attachment C, which is attached hereto and incorporated by reference herein.

SEVENTH: Except as modified by this AMENDMENT thereto, all other terms, conditions, requirements, and specifications of this CONTRACT and prior amendments shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



COUNTY OF LOS ANGELES

By *Yvonne B. Bunte*  
Chair, Board of Supervisors

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

ATTEST:

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

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Directors

By *[Signature]* lk  
Deputy

By *[Signature]*  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

39 APR 15 2008

By *[Signature]*  
Deputy

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER  
WATTS LABOR COMMUNITY  
ACTION COMMITTEE

By *[Signature]*  
Mr. Timothy Watkins, President

By *[Signature]*  
Ms. Paulette Nickerson, Secretary

71937  
Supplement No. 5

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On 4/1/2008 before me, Takara Gordon  
Date Here Insert Name and Title of the Officer

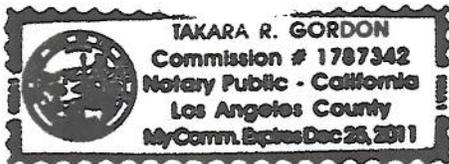
personally appeared Paulette Nickerson and Timothy Watkins  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Takara R. Gordon  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Hahn's Trolley - Amendment 10, Contract # 71937

Document Date: April 1, 2008 Number of Pages: 4

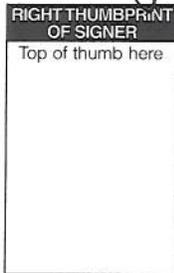
Signer(s) Other Than Named Above: N/A

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Paulette Nickerson

- Individual
- Corporate Officer — Title(s): Corp. Secretary
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: WLAC



Signer's Name: Timothy Watkins

- Individual
- Corporate Officer — Title(s): President/CEO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: WLAC



COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of 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 hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour toward the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section.

The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

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

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate

paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations 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), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

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

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

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied 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 Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
- c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- d. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under

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

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

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

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM  
APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

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

**I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :**

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (***you must attach the IRS Determination Letter.***)
- My business is a Small Business (***as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return***) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

## APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (***you must attach the agreement***); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

### Additional Information

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

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.
- Health Plan Company Name(s): \_\_\_\_\_
- Company Insurance Group Number(s): \_\_\_\_\_
- Health Premium Amount Paid by Employer: \_\_\_\_\_
- Health Premium Amount Paid by Employee: \_\_\_\_\_
- Health Benefit(s) Payment Schedule:
- Monthly                       Quarterly                       Bi-Annual
- Annually                       Other (Specify): \_\_\_\_\_
- Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**Contractor Living Wage Declaration**

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

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

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

- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

8. National Transit Database (NTD) Reports

At the County's sole discretion, the Contractor may be required to collect and provide NTD data/reports electronically to both the County and the Los Angeles County Metropolitan Transportation Authority (Metro). At the County's direction the Contractor will be responsible to prepare and submit the following NTD data/reports:

- a. Monthly NTD Reports—Based on Metro's monthly selection of trips and/or bus stop locations, the Contractor shall collect and provide the required data and prepare and submit Exhibit N, NTD Monthly Ridership Form (MR-20) no later than the 25th day of the following month to both Metro and the Contract Manager. This report includes, but is not limited to, ridership, Revenue Hours, Revenue Miles, number of Service Vehicles operated, and safety/security items.
- b. Quarterly NTD Reports—The Contractor shall be responsible to prepare and submit the County's quarterly NTD Report to Metro and the Contract Manager. This report shall be submitted by the 15<sup>th</sup> day following the end of each quarter.
- c. Annual NTD Reports – The Contractor shall prepare and submit an annual NTD report in accordance with the FTA's NTD Guidelines, as amended, no later than thirty (30) days after the end of the fiscal year (June 30) to Metro and the Contract Manager. The Contractor shall also attend the annual NTD Reporting Workshop offered by Metro.

For further information on how to obtain NTD reporting forms and reference documents, the Contractor shall contact Metro at (213) 922-2810. The Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to the Contract Manager for each NTD Report required.

If the Contractor fails to collect and provide NTD data and reports after the County's request, the Contractor may be subject to liquidated damages per Section Y, Liquidated Damages, below. The Contractor shall maintain and make available to the County, and/or appropriate agencies, records and back-up information pertaining to the NTD data and NTD reports that are submitted for a minimum period of three (3) years.

ATTACHMENT C

MONTHLY RIDERSHIP FORM (MR-20) FOR LACMTA CONSOLIDATED NTD REPORT (#9166) FOR FY

Agency

Mode **MIB**

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	SAFETY AND SECURITY		** See Thresholds Below
					Major Incident (Safety or Security)	Non-Major Incident (Security)	
July							
August							*Due to MTA
September							August 25th
October							September 25th
November							October 25th
December							November 25th
January							December 25th
February							January 25th
March							February 25th
April							March 25th
May							April 25th
June							May 25th
July							June 25th
Total:	0	0	0		0	0	July 25th

Mode **DR**

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	SAFETY AND SECURITY		** See Thresholds Below
					Major Incident (Safety or Security)	Non-Major Incident (Security)	
July							
August							*Due to MTA
September							August 25th
October							September 25th
November							October 25th
December							November 25th
January							December 25th
February							January 25th
March							February 25th
April							March 25th
May							April 25th
June							May 25th
July							June 25th
Total:	0	0	0		0	0	July 25th