

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND DISABILITY ACCESS CONSULTANTS

This Agreement is entered into this 26th day of September, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Disability Access Consultants, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, the County has a need for professional services to obtain compliance with ADA Title II requirements; and

Whereas, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Addendums

The following exhibits and addendums are attached to this Agreement and incorporated into this Agreement by this reference:

Addendum 1.	Exhibit A – Services
Addendum 2.	Exhibit B – Payments and Rates
Addendum 3.	Jury Service Requirement
Addendum 4.	Attachment I – § 504 Compliance
Addendum 5.	Attachment IP – Intellectual Property
Addendum 6.	Living Wage Ordinance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed five hundred and four thousand, seven hundred eighty-three (\$504,783). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 26, 2017, through September 26, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the Risk Manager or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Addendums and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification

performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Scott Gerdes, Risk Management Fellow
Address: 455 County Center, 5th Floor, Redwood City, CA 94063
Telephone: (650) 363-4633
Facsimile: (650) 363-4864
Email: sgerdes@smcgov.org

In the case of Contractor, to:

Name/Title: Barbara Thorpe, President
Address: 2243 Feather River Boulevard, Oroville, CA 95965
Telephone: (530) 533-3000
Facsimile: (530) 533-3001
Email: bthorpe@dac-corp.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor:


Contractor Signature

8/14/2017
Date

Barbara Thorpe, President
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Addendums

Addendum 1.	Exhibit A – Services
Addendum 2.	Exhibit B – Payments and Rates
Addendum 3.	Jury Service Requirement
Addendum 4.	Attachment I – § 504 Compliance
Addendum 5.	Attachment IP – Intellectual Property
Addendum 6.	Living Wage Ordinance

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

TASK I. SELF-EVALUATION OF PROGRAMMATIC ACCESS

The services relating to the ADA Title II Self-Evaluation process include, but are not limited to, the following:

- A. The Consultant shall evaluate the County's compliance with current accessibility requirements, identifying potential projects, and providing specific, written recommendations identifying the steps necessary to secure ongoing compliance with current laws and regulations;
 1. Identify whether barriers exist that make it difficult for individuals with disabilities from accessing programs, services, and activities provided by the County;
 2. Document the nature of the program, services or activity, and the opportunity to ensure ongoing accessibility for individuals with disabilities;
 3. Suggest and document changes in procedures, policies, and/or facilities to alleviate potential issues and to document potential alternative methods for providing the program, service, or activity to ensure full access;
 4. Develop an estimated current cost for suggested changes or alternative program, service or activity delivery methods;
 5. Provide remarks concerning the relative priority for remediation to be considered in the development of the ADA Transition Plan.
- B. The Consultant shall ensure that the County of San Mateo's Self-Evaluation gives careful examination to the following:
 1. Whether there are potential physical barriers to access;
 2. The modifications needed to achieve program access, and the steps that will be taken to achieve access;
 3. Whether policies and practices might exclude or limit participation of individuals with disabilities;
 4. Modifications of policies and practices, if any, needed to achieve program access and complete justifications and modifications that will be made;
 5. Whether communication with applicants, participants, and members of the public who possess disabilities are as effective as communication with individuals who do not possess disabilities including but not limited vision, hearing, physical, languages, sign languages, equipment usability, and past drug use;
 6. Whether Emergency Operations Plans, management procedures, and policies meet the needs of individuals with disabilities;
 7. The agency's process for responding to requests for modifications;
 8. The process for determining whether a modification would be a fundamental alteration, an undue financial burden, or administrative burden and whether such decisions are made properly and promptly;
 9. Whether public meetings are physically accessible to individuals with mobility impairments;

10. Whether employment practices comply with Section 504 of the Rehabilitation Act and the ADA;
11. Whether building and construction policies for new construction and alterations conform to Title II ADA standards and 2016 California Building Code;
12. Whether employees of the public entity are familiar with the policies and practices of the agency that are necessary to ensure full participation of individuals with disabilities, and if appropriate, whether training will be provided;
13. Whether programs that deny participation to drug users have taken steps to ensure that they do not discriminate against former drug users;
14. Whether audio-visual and written materials portray individuals with disabilities in and offensive or demeaning manner;
15. Whether the agency has any separate programs for individuals with disabilities, and if so, how to ensure integration in the most appropriate setting for people of all abilities;
16. Any other information or evaluations.

Deliverables:

- Programmatic Access Compliance Evaluation Report

TASK II. SIDEWALK & CURB RAMP SURVEY FOR UNINCORPORATED SAN MATEO

- A. The Consultant shall evaluate the County's process for requesting and receiving input from individuals with disabilities regarding the accessibility of its sidewalks, including requests to add curb cuts at particular locations in areas of unincorporated San Mateo;
- B. Identify all streets, roads, and highways in unincorporated San Mateo that have been constructed or altered since January 26, 1992; and curb ramps or other sloped areas complying with the applicable architectural standards at all intersections of those streets, roads, and highways that have been constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway; and
- C. Identify all street level pedestrian walkways that have been constructed or altered since January 26, 1992; and curb ramps or other sloped areas complying with the applicable architectural standards at all places where those street level pedestrian walkways that have been constructed or altered since January 26, 1992, intersect with a street, road, or highway.
- D. The Consultant shall evaluate the County's right of ways to identify non-ADA compliant sidewalks. The sidewalk evaluations shall include the following:
 1. Vertical displacement of the sidewalk by category below:
 - ¼ inch to ½ inch
 - Greater than ½ inch

- a. Recommendations for barrier removal should be noted (tree root removal, sidewalk replacement, area of replacement, etc.).
 - b. The sidewalk shall be spray painted for identification for future repairs and to identify the potential tripping hazard.
 - c. Photographs of the vertical displacement will also be taken for each location.
 2. Sensitive sidewalk locations – in the vicinity of schools, senior housing, high-use pedestrian areas;
 3. Sidewalks with longitudinal slopes exceeding the prevailing longitudinal street slope by more than 5% (primarily due to sidewalk uplift);
 4. Cracks of ½ inch or larger;
 5. Holes of ½ inch or larger in depth and diameter;
 6. Damage around traffic signals, utility poles and boxes, and regulatory sign post;
 7. Brick or concrete improvements (tree wells, decorative walkways, etc.) that are not level with the adjacent sidewalk;
 8. ADA deficiencies including type – lack of truncated domes, ramps that are too steep, etc.
- E. Sidewalk Evaluation and Analysis Information collected and noted shall consist of the following:
1. Description of the damages, if any;
 2. Document potential cause of damage (tree roots, settlement, poor construction, etc.);
 3. Develop preliminary recommendation to remedy damage (sidewalk grinding; sidewalk replacement, crack and hole filling, etc.), if any;
 4. Document the size of any replacement sidewalk including curb, gutter or sidewalk as applicable, if any;
 5. Develop an estimated current cost to remedy the damages, if any;
 6. Track the location (street name, address, and State Plane coordinates);
 7. Capture geo-located photos where required.

Deliverables:

- Sidewalk and Curb Ramp Report

TASK III. FACILITY ASSESSMENTS

The Consultant shall conduct field surveys of all relevant facilities required for review and inclusion by the ADA for compliance with the Federal ADA Accessibility Guidelines (ADAAG), State Title 24 Building Code, and Chapter 11B of California Building Code.

The assessment will focus on the evaluation of architectural barriers, including, but not limited to, parking, path of travel, signage, doorways, counters, ramps, and other hardscape and hardware and appliances, that potentially constitute a code violation or otherwise hinder or prevents access to individuals with disabilities from programs, services, activities, and provide an initial recommendation in terms of how to remove the barrier and establish a priority for barrier removal.

It is the intent of the County that these field surveys be largely conducted by the Consultant solely. Surveys requiring County staff assistance should be coordinated through the County's ADA Project Team and scheduled in a way that minimized the impact to the regular workloads of the applicable staff members.

The Consultant shall also assess the County's progress on the identified items listed in the County's original 1992 Transition Plan. This assessment will identify which facilities were compliant with ADA codes in 1992 and/or compliant with current ADA codes.

Deliverables:

- Facility Assessment Report

TASK IV. ADA TITLE II TRANSITION PLAN

The Consultant shall prepare an updated comprehensive ADA Transition Plan in compliance with the Americans with Disabilities Act which shall include, but is not limited to, the following:

Develop a first draft of the ADA Transition Plan based on prior research and data collection, the Self-Evaluation Report, recommended priority levels typically associated with each type of deficiency, and estimated current cost for suggested changes or alternative programs, service or activity delivery methods.

The Consultant shall work with the County's ADA Project Team to convene, at a minimum, the following meetings to present, discuss and/or recommend actions to remove barriers to access programs, services, and activities. The Consultant shall attend each meeting, facilitate the meetings, record the recommendation or consensus of the attendees, receive and note input from all parties, and develop the Transition Plan documentation in compliance with all applicable law, including Title II and the ADA.

- A. Meet with the County's ADA Project Team to review the draft document, identify project priorities, and solicit feedback for refining the various components.
- B. Incorporate any comments or changes made by this team into the Draft Plan.
- C. Meet the ADA Compliance Committee to review the draft document, identify project priorities, and solicit feedback for refining the various components. Incorporate any comments or changes made by this team into the Draft Plan.
- D. Meet with key County staff to review the draft document, identify project priorities, and solicit feedback for refining the various 2. The Consultant shall document all suggestions.
- E. Meet with members of the community at-large at an advertised public meeting, to be held in the evening on a weekday, to review the draft document, identify project priorities, and solicit feedback for refining the various components.
- F. Consultant shall document all components and suggestions. In addition to standard advertising requirements, the Consultant should engage in a concerted public outreach effort prior to this meeting using a variety of mediums. This effort should include notices published in the San Mateo Daily Journal prior to the meeting and a notice posted on the County's website for the same duration.
- G. Prepare and produce a second draft of the ADA Transition Plan, incorporating feedback received at the above listed meetings, which is clear, concise, and user friendly. It should include a detailed description of identified barriers, as well as the schedule or plan identified for removing those barriers.
- H. Present copies of the second Draft Plan to the County's ADA Project Team and the ADA Compliance Committee for final comments and suggestions. These documents should clearly be denoted as "DRAFT" on the cover. The Consultant shall seek concurrence from the County's ADA Project Team and ADA Compliance Committee, then incorporate the final changes as appropriate for adoption. These changes shall result in the third (final) draft.
- I. Provide the County's ADA Project Team printed, full-color copies of the final draft ADA Transition Plan, as well as electronic copies on USB flash drives or secure

online storage. Also, provide a summary of the project, including an overview of the process, the comments received, participation of various stakeholders, and the end result. This summary will be provided to the County Board of Supervisors and made available to the public.

- J. Present the final draft ADA Transition Plan at a regularly scheduled Board of Supervisor's meeting (TBD) for discussion and adoption.
- K. All project deliverables become the property of the County for unlimited use and distribution. Upon completion of the project, the Transition Plan database shall be backed up by the Consultant and sent to the County. The Consultant shall also provide a copy of the file(s) from non-proprietary application (i.e. Microsoft Excel or Access) that accesses the database with all of the queries and reports. These non-proprietary application files provide for database-driven electronic monitoring, tracking, and management mechanisms at project completion that allows for reviewing and updating progress of barrier removal and will include generating reports of such progress.

Deliverables:

- Transition Plan signed by a responsible individual with CASp credentials

TASK V: PROJECT DATABASE

- A. The Consultant shall utilize a current Microsoft SQL or Oracle database to record the surveys, reviews, and analysis of facilities, programs, services, and activities. This database shall be the basis by which the Self-Evaluation of programs, services, and activities shall be recorded and shall be expandable to include recommendations for remediation, costs, prioritization, etc. as described above.
- B. The Consultant shall utilize a non-proprietary application to access the database, such as Microsoft Excel or Access or other format acceptable to the County of San Mateo. This non-proprietary application will provide for database-driven electronic monitoring, tracking, and management mechanism at project completion that allows for reviewing and updating progress of barrier removal and will include generating reports of such progress.

Deliverables:

- Transition Plan Database

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Inventory Type	Number of Facilities / Miles	Not To Exceed Cost
County Owned Facilities	66 Facilities	\$268,400
Facilities Leased to the County	39 Facilities	\$87,183
County Public Parks	21 Facilities	\$89,200
Public Rights-of-Way (Including curb ramps)	100 Miles	\$60,000
Total cost of services for facilities, parks, and public rights-of-way.		\$504,783

Jury Service Requirement

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

ATTACHMENT I**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: **Barbara Thorpe**


Name of Contractor(s): **Disability Access Consultants**

Street Address or P.O. Box: **2243 Feather River Boulevard**

City, State, Zip Code: **Oroville, CA 95965**

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official: **Barbara Thorpe**

Date: **8/14/2017**

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

ORDINANCE NO. .**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO STATE OF CALIFORNIA**

* * * * *

ORDINANCE ADDING CHAPTER 2.88 OF TITLE 2 OF THE SAN MATEO COUNTY ORDINANCE CODE ENACTING A LIVING WAGE ORDINANCE PILOT PROGRAM

The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

SECTION 1. Chapter 2.88, “Living Wage Ordinance Pilot Program,” consisting of Sections 2.88.010 through 2.88.090 is hereby added to Title 2 of the San Mateo County Ordinance Code and shall read as follows:

2.88.010 Findings and purpose

The Board of Supervisors finds and determines:

- (a) The current Federal minimum wage is seven dollars and twenty-five cents (\$7.25) per hour, and the California minimum wage is ten dollars (\$10.00) per hour;
- (b) The San Francisco Bay Area, including San Mateo County, has a higher relative cost of living than reflected in these national and state minimum wage standards;
- (c) San Mateo County awards contracts to employers to provide services to the public and the County government;
- (d) The use of San Mateo County funds to promote a living wage will improve the quality of services to the County and the public by ensuring contractors have access to qualified employees and are able to retain qualified employees, and it will improve the quality of life for residents of the County and employees of County contractors;
- (e) A policy requiring payment of a living wage is consistent with other San Mateo County programs designed to meet the employment and economic development needs of lower- income workers;
- (f) This Board does, accordingly, find and declare a need for the Living Wage ordinance to determine the effects of a living wage requirement for contracts issued by San Mateo County.

2.88.020 Definitions

- (a) **“Contract Awarding Authority”** means the Board of Supervisors or the head of the department or agency authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (b) **“Contractor”** means a party that enters into a Covered Contract with the County.

Contractor does not mean:

1. Government entities, including cities, counties, and state agencies.
- (c) **“County”** means the County of San Mateo.
- (d) **“Covered Contract”** means a legal agreement between the County and a Contractor for the provision of Services entered into on or after April 1, 2017.
1. Where one entity has multiple contracts with the County, only those contracts that are Covered Contracts are subject to this chapter.
 2. Legal agreements for the exclusive use of real property owned by the County, including, without limitation, any lease, concession, franchise, or easement agreement, are not Covered Contracts.
- (e) **“Covered Contract Amendment”** means the amendment of a contract on or after January 1, 2017, that:
1. Voluntarily subjects the contract to the requirements of this Chapter;
 2. Increases the contract price more than \$25,000; or
 3. Extends the contract term.
- Covered Contract Amendments are subject to the requirements of this Chapter.
- (f) **“Covered Employee”** means any employee permanently or temporarily employed by a Contractor or Subcontractor to provide Services under a Covered Contract. Covered Employee does not mean:
1. Any person providing services to earn academic credit;
 2. Any person providing uncompensated volunteer services;
 3. Any person working toward state licensure or professional accreditation sanctioned by a public entity or a recognized licensure agency;
 4. Any person working as an election day worker;
 5. Any disabled person covered by a current sub-minimum wage certificate issued to the Contractor or Subcontractor by the United States Department of Labor, or any person who would be covered by such certificate but for the fact the Contractor or Subcontractor is paying a wage equal to or higher than the minimum wage; Any person employed to provide In-Home Supportive Services;
 6. The County Manager’s Office shall have discretion to exclude certain additional categories of employees from the definition of Covered Employee when in the best interest of the County to do so.
- (g) **“CPI-U”** means the consumer price index for urban consumers for the San Francisco- Oakland-San Jose metropolitan statistical area, as determined by the United States Department of Labor, Bureau of Labor Statistics.
- (h) **“Enhancement”** means a payment from the County to eligible Nonprofit Organizations that amend existing contracts to comply with the Living Wage Ordinance. An Enhancement shall be a percentage of a Covered Contractor’s total contract price, as specified by this Chapter, and shall be paid annually until the contract ends or the not-to- exceed amount is amended.
- (i) **“Living Wage”** means the wage rate specified by this chapter.

- (j) **“Nonprofit Organization”** refers to a nonprofit corporation, duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and (if a foreign corporation) in good standing under the laws of the State of California, which corporation has established and maintains a valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section.
- (k) **“Reserve”** means funds maintained by the County to pay for approved Enhancement appeals.
- (l) **“Services”** mean any professional, technical, or non-technical services specified in a legal agreement with the County. Services do not include the provision of goods, products, information technology programs and systems, chattels, or real estate.
- (m) **“Sole Source”** means only one entity has been identified as capable of providing and willing to provide the services sought by the County.
- (n) **“Subcontractor”** means a party, other than an Employee, that agrees to assist a Contractor in providing Services under a Covered Contract.
- (o) **“Wage”** means a Covered Employee’s hourly wage or hourly wage equivalent. For a full-time employee, hourly wage equivalent is determined by dividing two weeks of salary by eighty (80).

2.88.030 Covered Contract Requirements and Certification

Every Covered Contract or Covered Contract Amendment shall provide as follows:

- (a) Contractors and Subcontractors providing Services to the County shall pay Covered Employees no less than the Living Wage.
- (b) Failure of a Contractor or Subcontractor to comply with the foregoing requirement shall constitute a material breach of the terms of the Covered Contract.
- (c) If the Contractor or Subcontractor fails to cure such breach within thirty (30) days after receiving written notice from the County, the County shall have the right to pursue any rights or remedies available under the terms of the Covered Contract or under applicable law.
- (d) Contractor shall include a certification in the Covered Contract or Covered Contract Amendment stating Contractor and all of its Subcontractors are and will remain in full compliance with the requirements of the Living Wage ordinance. The certification shall be in substantially the following language:
As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance (“LWO”), including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Program.
- (e) During the term of a Covered Contract, the Contractor or Subcontractor shall maintain documentation

demonstrating every Covered Employee is being paid the Living Wage while providing Services pursuant to the Covered Contract. Such documentation must be retained for at least two (2) years following completion or termination of the Covered Contract. County representatives shall be permitted to review and make copies of such documentation at all reasonable times during performance or following completion or termination of the Covered Contract.

- (f) The County may conduct audits of Contractors and Subcontractors to ensure compliance with this Ordinance. For purposes of this Ordinance, audits shall be:
 - 1. Noticed in advance in writing and limited in scope to ascertain whether Covered Employees are paid the required Living Wage;
 - 2. Accomplished by examination of pertinent records within a reasonable period of time after such written notice; and
 - 3. Limited to one audit per Contractor or Subcontractor every year for the duration of a Covered Contract.
- (g) Contractor shall provide the County access to pertinent records after receiving a written request to do so and being provided at least five (5) business days to respond.
- (h) Contractor shall promptly notify the Contract Awarding Authority of any Subcontractors performing Services and shall certify to the Contract Awarding Authority that Subcontractors have been notified of obligations under this chapter.
- (i) Contractor shall keep itself informed of the current Living Wage and must provide written notice to Covered Employees of the current Living Wage Rate. The notice shall specify the Living Wage and state that Covered Employees have grievance rights if they believe a Contractor or Subcontractor is failing to comply with the Living Wage Ordinance. Contractors and Subcontractors must provide such notice in writing to all Covered Employees, in all languages necessary to reasonably ensure all Covered Employees receive effective written notice pursuant to Section 2.88.030. A copy of such notice must be submitted to the Contract Awarding Authority in the manner directed by the Contract Awarding Authority.
- (j) Nothing in this section shall be construed to interfere with the authority of the County to investigate any report of an alleged breach of contract.

2.88.040 Living Wage Rate

The Living Wage shall be set and adjusted according to the following schedule.

Effective Date	San Mateo County Living Wage
January 1, 2017	\$14.00
July 1, 2017	\$15.00
January 1, 2018	
July 1, 2018	\$16.00
January 1, 2019	
July 1, 2019	\$17.00
January 1, 2020	
July 1, 2020	+CPI-U
January 1, 2021	
July 1, 2021	+CPI-U

- (a) After a wage of seventeen dollars (\$17.00) per hour is reached, the Living Wage shall increase annually at the same rate as the CPI-U for San Francisco-Oakland-San Jose then in effect.
- (b) A change in Living Wage based on CPI-U shall not be negative and shall not exceed three-and-one-half percent (3.5%).

2.88.050 Exclusions and Exemptions from Covered Contracts

- (a) The term Covered Contract shall exclude:
 1. Contracts for “public works” as defined under California Labor Code Sections 1720 and 1720.2 and subject to the payment of prevailing wages under the California Labor Code.
 2. Any agreement in which the County serves only as a fiscal agent and the contract is a 100% pass-through of state or federal funds.
- (b) The Contract Awarding Authority may exempt from the requirements of this Chapter 2.88, an agreement that would otherwise be a Covered Contract, when it is in the best interest of the County to do so, including for the following reasons:
 1. Upon review and approval of an exemption request by the Contractor or Subcontractor. Exemption requests are to be submitted by the Contractor or Subcontractor to the Contract Awarding Authority;
 2. A contract amendment or award of a contract is necessary to respond to an emergency;
 3. The Contractor is a Sole Source;
 4. No contractors willing or able to comply with the Living Wage Ordinance are capable of providing services that respond to the County’s requirements;
 5. Compliance with the Living Wage Ordinance would be inconsistent with the terms of a grant, subvention, or agreement with a public agency; or
 6. The County is purchasing services through a cooperative or joint purchasing agreement.

2.88.060 Employee Remedies

- (a) This chapter shall not be construed to limit a Covered Employee's rights to bring any legal action for violation of the Covered Employee's rights under this chapter or any other applicable law. A Covered Employee may bring an action against a Contractor or Subcontractor in the courts of the State of California for damages caused by a Contractor's or Subcontractor's violation of this chapter. The Court shall award reasonable attorneys' fees and costs to an employee who prevails in any such action.
- (b) This chapter does not authorize an award of costs, expenses, or attorney's fees against the County.
- (c) This chapter does not confer any rights upon any party other than the Board of Supervisors or its designees to bring an action seeking the cancellation or suspension of a County contract. Covered Employee Complaint Process: In addition to judicial remedies available to Covered Employees, individuals may submit a complaint regarding alleged violations of the Living Wage Ordinance by submitting a completed complaint form, including copies of all documents supporting the allegation, to the Purchasing and Procurement Division of the County Human Resources Department. The County shall provide complaint forms in English and Spanish.

2.88.070 Employer Retaliation Prohibited

Contractors and Subcontractors shall not discharge, reduce compensation to, or otherwise retaliate against any employee for:

- (a) Complaining to the County with regard to the Contractor's or Subcontractor's compliance or anticipated compliance with this Chapter;
- (b) Opposing any practice proscribed by this Chapter;
- (c) Participating in proceedings related to this Chapter; or
- (d) Seeking to assert or enforce any rights under this Chapter by lawful means.

2.88.080 Termination, Suspension, or Extension of the Living Wage Ordinance

- (a) The Living Wage Ordinance shall expire on December 31, 2021.
- (b) The Board of Supervisors may extend or permanently enact the Living Wage Ordinance after conducting a duly-noticed public hearing.
- (c) The Board of Supervisors may suspend the Living Wage Ordinance if it determines it is in the best interests of the County for reasons including, but not limited to, suspension by the State of California of the statewide minimum wage phase-in process.

2.88.090 Powers and duties of the County Manager

The County Manager's Office shall have the authority to:

- (a) Adopt policies and procedures to effectively implement this Chapter;

- (b) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this Chapter including but not limited to:
 - 1. Disqualification of the Contractors or Subcontractors from bidding on or being awarded a County contract for a period of up to five (5) years;
 - 2. Contractual and civil remedies, including but not limited to termination of contract.
- (c) Allow for remedial action after a finding of noncompliance, as specified by rule; and
- (d) Perform such other duties as may be required or necessary to implement the purposes of this chapter.

SECTION2. SEVERABILITY. If any provision(s) of this ordinance is declared invalid by a court of competent jurisdiction, it is the intent of the Board of Supervisors that such invalid provision(s) be severed from the remaining provisions of the ordinance and that those remaining provisions continue in effect.

SECTION3. EFFECTIVE DATE. This Ordinance shall be effective on January 1, 2017.

* * * * *