County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

October 19, 2004

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

Dear Supervisors:

**APPROVAL OF CONTRACTS FOR
SCENT DISCRIMINATION AND TRAILING BLOODHOUND
CANINE AND HANDLER INVESTIGATION SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached contract with Mr. Joe D'Allura to provide scent discrimination canine and handler investigation services for the Sheriff's Department for a term of three (3) years with the option to extend an additional two (2) one-year periods and one (1) six-month period, for a maximum contract term of five (5) years and six (6) months.

2. Approve and instruct the Chair to sign the attached contract with Mr. Edward Hamm to provide trailing bloodhound canine and handler investigation services for the Sheriff's Department for a term of three (3) years with the option to extend an additional two (2) one-year periods and one (1) six-month period, for a maximum contract term of five (5) years and six (6) months.

3. Delegate authority to the Sheriff to exercise all extensions to the contracts if, at the Sheriff's discretion, such action would be in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of this recommended action is to provide the Sheriff's Department with additional resources (on an as-needed basis) to conduct searches for victims, suspects

and/or evidence based on scent and/or evidence left behind at the scene of a crime through the use of highly trained and specialized canines and handlers.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal Number 3, Organizational Effectiveness, by enabling the Sheriff's Department to provide alternative law enforcement investigative services for the community through the use of the canines and their handlers.

FISCAL IMPACT AND FINANCING

The cost for both the scent discrimination and trailing bloodhound canine and handler investigative services has been included in the Sheriff's Department's Fiscal Year 2004-2005 operating budget. The Department will continue to allocate the necessary funds throughout the duration of these contracts.

The total amount paid to Mr. D'Allura and Mr. Hamm will depend on the number of hours they are called upon to provide the services needed. The hourly rate of $135 for Mr. D'Allura and $125 for Mr. Hamm will remain constant throughout the term of the contracts. The estimated maximum annual contract cost is $90,000 for each contractor.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the contracts with Mr. D'Allura and Mr. Hamm commences on the date the contracts are authorized by your Board.

In Fiscal Year 2001, the Sheriff's Department secured a purchase order through Internal Services Department for scent discrimination and trailing bloodhound canine and handler investigative services. In order to continue these services before the delegated authorized amount reached its limit, an Invitations For Bid (IFB) solicitation was released for the purposes of obtaining a Board approved contract for the services.

Because the Sheriff's Department is the primary law enforcement organization for millions of County residents, the need to provide additional means to conduct searches for victims, suspects and/or evidence is critical to the overall mission of the Sheriff's Department.

Mr. D'Allura and Mr. Hamm are in compliance with all Board, Chief Administrative Office, and County Counsel requirements. County Counsel has also reviewed and approved the Contracts as to form.

CONTRACTING PROCESS

The Sheriff's Department issued two separate IFB, one for the scent discrimination canine and handler investigative services and another for the trailing bloodhound canine and handler investigative services. The IFB's were each sent to seven bidders. On the closing of the bid deadline, the Sheriff's Department received one bid proposal from Mr. D'Allura for the scent discrimination solicitation and one bid proposal from Mr. Hamm for the trailing bloodhound solicitation.

The bids from the two proposers were fully evaluated by the Evaluation Committee, comprised of two individuals from the Sheriff's Department's Homicide Bureau, to determine if the proposers met the IFB solicitation's minimum requirements. The evaluation criteria were based on the proposers' qualifications, ability to implement the statement of work, and hourly bill rates.

The bids submitted by Mr. D'Allura and Mr. Hamm met and complied with all the minimum requirements set forth in the IFB solicitations. The Evaluation Committee recommended Mr. Joe D'Allura and Mr. Edward Hamm to be the qualified contractors to perform the services.

IMPACT ON CURRENT SERVICES

Completion of this contract will ensure continued and uninterrupted service for our law enforcement investigative services. It will provide additional means to search for victims, suspects, and evidence based on scent and/or evidence left behind at the scene of a crime, thus increasing the efficiency and effectiveness of law enforcement services we provide to the residents of Los Angeles County.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer-Clerk of the Board return an adopted copy of the Board letter and three (3) executed copies of each contract to the Los Angeles County Sheriff's Department's Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES CONTRACT

BETWEEN THE
COUNTY OF LOS ANGELES
AND
EDWARD HAMM

OCTOBER, 2004

COUNTY OF LOS ANGELES
TRAILING BLOODHOUND CANINE & HANDLER
INVESTIGATIVE SERVICES CONTRACT

This Contract is made and entered into as of the Effective Date, by and between the County of Los Angeles (hereinafter "County") and Mr. Edward Hamm, (hereinafter "Contractor"), for trailing bloodhound canine and handler investigative services for the Los Angeles County Sheriff's Department (hereinafter "LASD") with regard to the following (hereinafter "RECITALS"):

1.0 RECITALS

1. WHEREAS, the County may contract with private businesses for trailing bloodhound canine and handler investigative services when certain requirements are met; and

2. WHEREAS, the Contractor is a private firm specializing in providing trailing bloodhound canine and handler investigative services; and

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

2.0 APPLICABLE DOCUMENTS

Exhibits A, B, and C attached to this base document and any Amendments or executed Change Notices and form the Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base document and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base document and then to the Exhibits according to the following priority:

2.1 EXHIBIT A: Statement of Work

2.2 EXHIBIT B: Contractor's Equal Employer Opportunity (EEO) Certification

2.4 EXHIBIT C: Forms Required Before Contract Execution:

Exhibit C-1: Contractor Employee Acknowledgement And Confidentiality Agreement

Exhibit C-2: Contractor Non-Employee Acknowledgement And Confidentiality Agreement

This Contract hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subsection 9.4 (Change Notices and Amendments) and signed by both parties.

3.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

3.1 **Board of Supervisors:** Board of Supervisors shall refer to the legally governing body politic for the County of Los Angeles.

3.2 **[Intentionally omitted]**

3.3 **[Intentionally omitted]**

3.4 **Contractor's Project Manager:** The individual designated by the Contractor to manage the Contract day-to-day operations after the Contract award with the authority for Contractor on contractual or administrative matters relating to this Contract.

3.5 **Day(s):** Calendar day(s) unless otherwise specified.

3.6 **Effective Date:** Effective Date shall mean the date of approval and execution of this Contract by the County's Board of Supervisors.

3.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.8 **LASD:** LASD shall mean the Los Angeles County Sheriff's Department.

3.9 **Sheriff:** Sheriff shall refer to the elected official for the Sheriff's Department.

3.10 **Sheriff's Project Director:** Person designated by Sheriff with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Sheriff's Project Manager.

3.11 **Sheriff's Project Manager:** Person designated by Sheriff's Project Director to manage the day-to-day operations under this Contract.

4.0 WORK

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

4.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall

be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

5.0 TERM OF CONTRACT

5.1 The term of this Contract shall be for three (3) years and shall be deemed effective on the date of execution, pursuant to subsection 3.7, by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

5.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, and one (1) six (6) month period, in any increment, for a maximum total Contract term of five (5) years and six (6) months. Each such option to extend shall be exercised individually by the Sheriff.

5.3 Contractor To Notify County When It Is Within Six Months From Expiration/Termination of Contract
Contractor shall notify the Sheriff's Project Director when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Sheriff's Project Director at the address herein subsection 7.1.

6.0 RATES/FEES

6.1 Notwithstanding any provision to the contrary, either expressly or by implication, the maximum amount payable by County to Contractor for performing and providing all tasks, deliverables, goods, services, out-of-pocket expenses, and/or any other consideration, and any other applicable taxes and/or expenses, for the duration of this Contract, including any extensions thereof, shall be paid an hourly rate of $125.00 for trailing bloodhound canine and investigative services. No over time shall be paid during any term under this Contract.

6.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.5 CONTRACTOR LIABILITY FOR TAXES

Contractor shall pay any and all taxes as are now in effect or shall hereafter be imposed or levied that may be applicable to this Contract or any of the work performed hereunder, including but limited to, payroll, income, sales, and social security taxes. In no event shall such obligation(s) and/or payment(s) increase the Contract Sum.

6.6 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify Sheriff's Project Manager and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

6.7 INVOICES AND PAYMENTS

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

6.7.2 The Contractor's invoices shall be priced in accordance with the hourly rate as stated in Paragraph 6.1 (Rates/Fees).

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

6.7.4 The Contractor shall submit the monthly invoices to the Sheriff's Project Director by the 15th calendar day of the month following the month of service.

6.7.5 Charges for services shall be invoiced, under this Contract, by Contractor thirty (30) days in arrears. Each invoice shall indicate the following:

A. The identifying County number of this Contract;
B. Name of Contractor;
   - Address
   - Telephone Number
   - Fax Number
C. Description of the deliverable provided for which payment is claimed;
D. Total hours billed;
E. Hourly rate charged;
F. Beginning and ending dates of the billing period;
G. Total amount billed;
H. Sheriff's Project Manager's written approval.

6.7.6 COUNTY APPROVAL OF INVOICES
All invoices submitted by the Contractor for payment must have the written approval of the Sheriff's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.7.7 All approved invoices under this Contract shall be submitted to the following address, unless otherwise specifically set forth in writing:

Original to: Lt. Joe Hartshorne, Sheriff's Project Director
Los Angeles County Sheriff's Department
Homicide Bureau
5747 Rickenbacker Road
City of Commerce, California 90040

Copy to: Sheriff's Administrative Headquarters
Fiscal Administration
ATTN: Accounts Payable
4700 Ramona Boulevard
Monterey Park, California 91754-2169

6.7.8 County shall not be responsible for any invoice payment(s), if any invoice is received later than sixty (60) days after the date of services.

7.0 ADMINISTRATION OF CONTRACT - COUNTY

7.1 SHERIFF'S PROJECT DIRECTOR

Sheriff's Project Director for this Contract shall be the following person:

Lt. Joe Hartshorne, Sheriff's Project Director
Los Angeles County Sheriff's Department
Homicide Bureau
5747 Rickenbacker Road
City of Commerce, California 90040
Telephone: (323) 890-5500
Fax: (323) 415-3845
Email: jshartsh@lasd.org

7.1.1 Responsibilities Of Sheriff's Project Director

1. Sheriff's Project Director shall be responsible for the overall administration of this Contract, including keeping and updating all records relating thereto and for resolving disputes between County and Contractor;

2. Ensuring that the objectives of this Contract are met;

3. Making changes in the terms and conditions of this Contract pursuant to subsection 9.4 (Change Notices and Amendments);

4. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements, and;

5. Sheriff shall notify Contractor in writing of any change in the name and/or address of Sheriff's Project Director.

7.2 SHERIFF'S PROJECT MANAGER

Sheriff's Project Manager for this Contract shall be the following person:

Sergeant Paul Mondry, Sheriff's Project Manager
Los Angeles County Sheriff's Department
Homicide Bureau
5747 Rickenbacker Road
City of Commerce, California 90040
Telephone: (323) 890-5528
Fax: (323) 415-3335
Email: ptmondry@lasd.org

7.2.1 Responsibilities Of Sheriff's Project Manager

1. Sheriff's Project Manager shall be responsible for confirming that County's standards and task requirements are satisfactorily complied with by Contractor and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the work hereunder;

2. Sheriff's Project Manager shall be responsible for coordinating and monitoring the work of Contractor's personnel assigned to this project and for confirming that this Contract's objectives are met by Contractor;

3. Monitoring, evaluating, and reporting Contractor's performance and progress under this Contract;

4. Meeting with Contractor's Project Manager on a regular basis and coordinating with Contractor's Project Manager regarding the performance of Contractor's personnel on each particular task;

5. Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor;

6. Responsibility for the ongoing approval of Contractor's personnel pursuant to subsection 8.2;

7. Reviewing and approving project tasks, deliverables, services, and other work, and;

8. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

9. Sheriff shall promptly notify Contractor in writing of any change in the name and/or address of Sheriff's Project Manager.

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

8.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

8.1 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager for this Contract shall be the following person:

Mr. Edward Hamm
155 South Baldwin Avenue
Sierra Madre, California 91204
Telephone: (626) 355-1781
Fax: (626) 355-4191
Email: hammbone@earthlink.net

8.1.1 Responsibilities Of Contractor's Project Manager

1. Contractor's Project Manager shall be responsible for Contractor's performance and related tasks and ensuring Contractor's compliance with this Contract.

2. Contractor's Project Manager shall meet or confer with and Sheriff's Project Director on a regular basis.

3. Contractor shall promptly notify Sheriff's Project Director in writing of any change in the name and/or address of Contractor's Project Manager.

4. Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with Sheriff's Project Manager on a regular basis. Any issues, problems, or disputes which may arise and cannot be resolved by Sheriff's Project Manager may be reported by Contractor's Project Manager to Sheriff's Project Director.

5. Contractor's Project Manager shall coordinate with Sheriff's Project Manager on a regular basis with respect to all work being performed on tasks and deliverables under this Contract.

6. Contractor shall promptly notify Sheriff's Project Director in writing of any change in the name and/or address of Contractor's Project Manager.

8.2 APPROVAL OF CONTRACTOR'S STAFF

Sheriff's Project Director has the absolute right to approve or disapprove all of Contractor's staff, including trailing bloodhound canines, performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

8.3 CONTRACTOR'S STAFF IDENTIFICATION

8.31. Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the Sheriff and Contractor will be provided new specifications as required. The format and content of the badge is subject to the Sheriff's Project Director's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

8.3.2 Contractor shall notify the Sheriff's Project Manager within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

8.3.3 If Sheriff's Project Manager requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

8.4 BACKGROUND AND SECURITY INVESTIGATIONS

8.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of Sheriff, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which will include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the County, regardless if the Contractor's staff passes or fails the background clearance investigation.

8.4.2 Sheriff's Project Director may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. The Sheriff will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

8.4.3 The Sheriff's Project Director may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the Sheriff whose background or conduct is incompatible with County facility access, at the sole discretion of the Sheriff.

8.4.4 Disqualification, if any, of Contractor staff, pursuant to this subsection 8.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.5 CONTRACTOR'S RESPONSIBILITIES

8.5.1 Contractor will be responsible for providing the following equipment, supplies, and/or materials during the administration of this Contract:

a) All supplies, services, transportation, veterinary care, medical prescriptions, and/or furnishings related to the upkeep, care, and services of all trailing bloodhounds.

b) All supplies, materials, equipment, maintenance, and/or care related to the to proper upkeep, services, and use of the Scent Transfer Unit.

c) Appropriate clothing/uniform for handlers, which is clearly labeled with the words **"SCENT EVIDENCE"** on the front and/or backside of each uniformed shirt.

d) Contractor shall return all County-issued equipment, supplies, and furnishings at the request of the Sheriff's Project Director, Sheriff's Project Manager in and/or upon the termination/expiration of this Contract. All County-issued equipment, supplies, and/or furnishings shall be returned by Contractor to County in the same condition as originally issued, with the exceptions of normal wear and tear, to Contractor by County.

8.6 COUNTY'S RESPONSIBILITIES

8.6.1 County will be responsible for providing the following equipment, supplies, and/or materials during the administration of this Contract:

a) Hand-held Radio: One (1) hand-held radio, Motorola, Model XTS 3000 or most recent model issued by LASD. Contractor shall only operate and/or use the hand-held radio while performing the required services for County pursuant to the terms and conditions of this Contract. Hand-held radio shall not be used for Contractor's own personal use at any time. The County shall provide maintenance repairs, as needed and/or replace the hand-held radio, due to normal wear and tear and/or defects, as determined by the County.

c) Protective Vest: One (1) protective vest with a minimum ballistic protection level of IIA. Contractor shall only operate and/or use the protective vest while performing the required services for County pursuant to the terms and conditions of this Contract. Protective vest shall not be used for Contractor's own personal use at any time. The County shall replace the protective vest as needed, due to normal wear and tear and/or defects, as determined by the County.

d) Access and use of a photocopier and related supplies and equipment need to produce and/or prepare reports and/or documents for court as needed.

e) Sufficient deputy personnel back-up at all investigation sites which the Contractor and trailing bloodhound canine are performing work pursuant the terms and conditions of this Contract.

f) A County vehicle that shall have the ability to transport all necessary handler equipment, including the scent discrimination canine. Contractor shall operate and/or use the County vehicle only for the purposes of providing services under this Contract, pursuant to Exhibit A (Statement of Work), which have been pre-authorized in writing by the Sheriff's Project Manager and/or his designee. Contractor shall not use the County vehicle for required court-ordered appearances.

All maintenance and required repairs needed by the County vehicle, which are not a direct result of Contractor's negligence, shall be the responsibility of the County.

The County vehicle shall be housed at a designated Sheriff's station determined by the Project Director. Upon Contractor's notification of LASD's call for service, the Contractor shall retrieve and return the County vehicle as follows:

- Prior to retrieval, the Contractor shall sign-out the County vehicle from the station Watch Commander.

- Upon service completion, the Contractor shall return the County vehicle to the designated Sheriff's station and sign-in the County vehicle through the station Watch Commander.

Contractor shall report the vehicle's monthly mileage by the 5th day of each month to the Project Manager and/or his designee.

Contractor shall adhere by the following regulations while operating the County vehicle:

i) Contractor shall not violate any traffic laws;

ii) Contractor shall not violate any parking law, local parking ordinance or County, LASD or Unit parking regulation;

iii) Contractor shall always employ defensive driving techniques and shall avail himself of every reasonable means to avoid and/or prevent a collision and/or incident;

iv) Contractor shall not operate the County vehicle in an unsafe or negligent manner. Unsafe backing, failure to allow proper clearance or failure to allow for adverse driving surfaces or weather conditions, resulting in damage to the County vehicle or any other vehicle or property, shall be considered a violation of this subsection;

v) Contractor shall not allow any unauthorized person to have the keys to, operate, and/or ride in the County vehicle;

vi) Contractor shall wear factory installed safety belts while operating or riding in the County vehicle, unless it can be reasonably anticipated that a sudden exit from the County vehicle is a greater safety consideration than the protection offered by the safety belt;

vii) Contractor shall not use the County vehicle outside Los Angeles County except specifically authorized to do so the Sheriff's Project Manager and/or his designee;

viii) In the event of a collision or damage to the County vehicle or any other vehicle, Contractor shall remain at the scene until a police report is made by the proper jurisdictional agency; promptly notify the Sheriff's Project Manager and/or his designee of the incident for further instructions; promptly prepare the required County forms for reporting such collision or damages; follow procedures pursuant to LASD's Manual of Policy and Procedures, Section 3-09/00.00 (Miscellaneous Administrative Procedures), Subsection 3-09/070.00 (Vehicle Collision/Incident Reporting And Investigation – Department And Permittee Vehicles), and Subsection 3-09/070.05 (Driver's Responsibilities).

8.7 CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", (Exhibit C1). The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", (Exhibit C2).

9.0 TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

9.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Sheriff's Project Director. Any unapproved assignment or delegation shall be null and void. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at Sheriff's sole discretion, against the claims, which the Contractor may have against the County.

9.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Sheriff's Project Director's expressed prior written approval, may result in the termination of this Contract.

9.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

9.4 CHANGE NOTICES AND AMENDMENTS

9.4.1 The County reserves the right to initiate Change Notices that **do not materially affect** the scope, term, Contract Sum, payments, period of performance, and/or any term or condition included under this Contract. All such changes shall be accomplished with an executed Change Notice signed by

the Contractor's Project Manager and by Sheriff's Project Director.

9.4.2 For any change which affects the scope of work, term, Contract Sum, payments, period of performance, and/or or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors and Contractor.

9.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the County's Board of Supervisors and Contractor.

9.4.4 The Sheriff may at his sole discretion, authorize extensions of time as defined in Section 5.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Contract shall be prepared and executed by the Sheriff.

9.5 COMPLAINTS

9.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within thirty (30) business days after the Effective Date of the Contract, the Contractor shall provide the Sheriff's Project Director with the Contractor's policy for receiving, investigating and responding to user complaints.

9.5.2 The Sheriff's Project Director will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

9.5.3 If the Sheriff's Project Director requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

9.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the Sheriff's Project Director for approval before implementation.

9.5.5 The Contractor shall preliminarily investigate all complaints and notify the Sheriff's Project Manager of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the Sheriff's Project Manager within three (3) business days of mailing to the complainant.

9.6 COMPLIANCE WITH APPLICABLE LAW

9.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

9.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.7 COMPLIANCE WITH CIVIL RIGHTS LAW

The Contractor hereby assures that it will comply with Title VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit B (Contractor's EEO Certification).

9.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.8.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

9.8.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subsection, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subsection. The provisions of this subsection shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the contract.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Sheriff's Project Director if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an

exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subsection of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.9 CONFLICT OF INTEREST

9.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of this Contract.

9.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

9.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the Effective Date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

9.12.1 RESPONSIBLE CONTRACTOR

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

9.12.2 CHAPTER 2.202 OF THE COUNTY CODE

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

9.12.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has

done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

9.12.4 CONTRACTOR HEARING BOARD

If there is evidence that the Contractor may be subject to debarment, the Sheriff will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.12.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of County Contractors.

9.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The

County's Child Support Services Department will supply the Contractor with the poster to be used.

9.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

9.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

9.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.16 COUNTY'S QUALITY ASSURANCE PLAN

The Sheriff's Project Director will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or

continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

9.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.17.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

9.18 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

9.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to subsection 9.4, and

received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.20 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.22 INDEPENDENT CONTRACTOR STATUS

9.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

9.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the

Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

9.22.4 As previously instructed in subsection 8.7 (Confidentiality), the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", (Exhibit C1). The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", (Exhibit C2).

9.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

9.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to: Los Angeles County Sheriff's Department, Sheriff's Administrative Headquarters, Contracts Administration Unit, Attn: Joe Cruz, Contracts Manager, 4700 Ramona Blvd., Monterey Park, CA 91754, prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

9.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

9.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

9.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

9.24.6 Insurance Coverage Requirements for Subcontractors The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9.25 INSURANCE COVERAGE REQUIREMENTS

9.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following.

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

9.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

9.25.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

9.26 LIQUIDATED DAMAGES

9.26.1 If, in the judgment of the Sheriff, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Sheriff in a written notice describing the reasons for said action.

9.26.2 If the Sheriff determines that there are deficiencies in the performance of this Contract that the Sheriff deems are correctable by the Contractor over a certain time span, the Sheriff will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Sheriff may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct

the deficiencies, the Sheriff may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

9.26.3 The action noted in subsection 9.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.26.4 This subsection shall not, in any manner, restrict or limit the Sheriff's right to damages for any breach of this Contract provided by law or as specified in subsection 9.26.2, and shall not, in any manner, restrict or limit the Sheriff's right to terminate this Contract as agreed to herein.

9.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

9.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

9.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

9.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit B (Contractor's EEO Certification).

9.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited

to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

9.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

9.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

9.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subsection 9.28 when so requested by the County.

9.28.7 If the County finds that any provisions of this subsection 9.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

9.29 NON EXCLUSIVITY

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

9.30 NOTICE OF DELAYS

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

9.31 DISPUTE RESOLUTION PROCEDURE

9.31.1 General: Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Paragraph 9.31, *Dispute Resolution Procedure* (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

1. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2. If County fails to continue without delay to perform its responsibilities under this Contract which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

9.31.2 Continued Work: Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such disputes.

9.31.3 Dispute Resolution Procedures: In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter as follows:

1. Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

3. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief executive officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

4. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and its rights and remedies as provided by law.

9.31.4 Documentation of Dispute Resolution Procedures: All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in 9.31, *Dispute Resolution Procedure*, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective

representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

9.31.5 Not Applicable to County's Right to Terminate: Notwithstanding any other provision of this Contract, County's right to terminate the Contract pursuant to Paragraph 9.42 (*Termination for Convenience*), Paragraph 9.43 (*Termination for Default*), Paragraph 9.44 (*Termination for Improper Consideration*), or Paragraph 9.45 (*Termination for Insolvency*), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

9.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

9.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

9.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in County's Administration (Section 7.0) and, Contractor's Administration (Section 8.0). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff's Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

9.36 PUBLIC RECORDS ACT

9.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to subsection 9.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation For Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

9.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

9.37 PUBLICITY

9.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Sheriff's Project Director. The County shall not unreasonably withhold written consent.

9.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subsection 9.37 shall apply.

9.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

9.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a

reasonable effort to maintain the confidentiality of such audit report(s).

9.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subsection 9.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

9.39 RECYCLED BOND PAPER

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

9.40 SUBCONTRACTING

9.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the Sheriff's Project Director.** Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

9.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the Sheriff's Project Director's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.

9.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

9.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the Sheriff's Project Director's approval of the Contractor's proposed subcontract.

9.40.5 The Sheriff's Project Director's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

9.40.6 The Sheriff's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

9.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

9.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to: Los Angeles County Sheriff's Department, Sheriff's Administrative Headquarters, Contracts Administration Unit, Attn: Joe Cruz, Contracts Manager, 4700 Ramona Blvd., Monterey Park, California 91754, before any subcontractor employee may perform any work hereunder.

9.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in subsection 9.15 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall

constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to subsection 9.43 (Termination for Default).

9.42 TERMINATION FOR CONVENIENCE

9.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

9.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subsection 9.38 (Record Retention & Inspection/Audit Settlement).

9.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing)

after receipt of written notice from the County specifying such failure.

9.43.2 In the event that the County terminates this Contract in whole or in part as provided in subsection 9.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

9.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subsection 9.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subsection 9.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

9.43.4 If, after the County has given notice of termination under the provisions of this subsection 9.43, it is determined by the County that the Contractor was not in default under the provisions of this subsection 9.43, or that the default was excusable under the provisions of subsection 9.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subsection 9.42 (Termination for Convenience).

9.43.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in subsection 9.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of subsection 9.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Sheriff deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise. These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of subsection 9.23 (Indemnification).

9.43.6 The rights and remedies of the County provided in this subsection 9.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.44 TERMINATION FOR IMPROPER CONSIDERATION

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

9.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

9.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

9.45.2 The rights and remedies of the County provided in this subsection 9.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

9.48 VALIDITY

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

9.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subsection 9.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.50 WARRANTY AGAINST CONTINGENT FEES

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

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

COUNTY OF LOS ANGELES
TRAILING BLOODHOUND CANINE AND HANDLER
INVESTIGATIVE SERVICES CONTRA CONTRACT

IN WITNESS WHEREOF, County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board thereof, and CONTRACTOR has executed this Contract by its duly authorized officer, on the day, month and year first above written.

COUNTY OF LOS ANGELES

By: _____
Supervisor Don Knabe, Chairman
Board of Supervisors

ATTEST

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

CONTRACTOR
Firm Name: EDWARD B. HAMM

By: _____
Name: EDWARD B. HAMM
Title: SOLE PROPRIETOR

APPROVED AS TO FORM:
RAYMOND FORTNER
Chief Deputy County Counsel

By: Gary Gross
Principal Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK

TRAILING BLOODHOUND CANINE AND HANDLER INVESTIGATIVE SERVICES

1.0 INTRODUCTION

The Los Angeles County Sheriff's Department requires an independent Contractor to provide trailing bloodhound canine and handler investigative services on an as needed basis. The duties to be performed by the Contractor are outlined below in this Statement Work (Exhibit A).

2.0 TASKS TO BE PERFORMED

The Contractor will provide and perform trailing bloodhound canine and handler investigative services, on an as needed basis, as set forth below:

2.1 Contractor shall be available, respond, and provide handler and trailing bloodhound canine investigative services as required by the Sheriff on an as needed basis.

2.2 Contractor shall respond to investigative locations, or related areas, and/or provide service throughout the Los Angeles County area, on an as needed basis, as approved by the Los Angeles County Sheriff's Department (LASD).

2.3 Contractor shall provide at least one (1) fully trained handler, scent specific trailing bloodhound, all required tools, materials, and/or equipment at the designated investigative area within four (4) hours from LASD's notification to Contractor.

2.4 Contractor shall require all handlers to wear appropriate clothing/uniform and visible picture identification which complies with Sections 8.3 amd 8.5 of the Contract, at all times, during Contractor's performance of the required services as set forth in this Statement of Work.

2.5 Contractor shall respond and provide investigative services and/or assistance by providing:

2.5.1 Expert advice pertaining to the collection of scent evidence and the method in which to deploy the trailing bloodhound.

2.5.2 Scent collection utilizing the Scent Transfer Unit (STU).

2.5.3 A trailing bloodhound to aid in the investigative process, by trailing scent from the investigation scene and/or related area(s).

2.5.4 A trailing bloodhound to do field line-up of possible suspect(s).

2.6 Respond to locations to provide investigative services by:

2.6.1 Trailing a possible suspect using scent.

2.6.2 Performing station identification of a possible suspect.

2.6.3 Performing a line-up of possible suspect(s).

2.6.4 Performing a location identification to see if scent matching the scent from an investigative scene, or related area, is present at specific locations.

2.7 Contractor shall provide all supplies, materials, and/or equipment as related in using the STU to collect scent.

2.8 Contractor shall prepare and provide reports on investigative work as required.

2.9 Contractor shall prepare and appear for court as required.

2.10 Contractor shall testify on cases relating to scent evidence.

2.11 Contractor may be requested to orientate and instruct LASD personnel in the use of the trailing bloodhound services.

2.12 Contractor shall maintain all handlers and trailing bloodhounds' training, certifications, and/or licenses as required on, throughout the term of this Contract, or any extension(s) there of.

2.13 Contractor must maintain logs and records of all training and case work.

EXHIBIT B

CONTRACTOR'S EEO CERTIFICATION

EDWARD HAMM
Contractor Name

155 S. BALDWIN AV. SIERRA MADRE CA 91024
Address

560-88-5281
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☒
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☒
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☒
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☒

EDWARD HAMM SOLE PROPRIETOR
Authorized Official's Printed Name and Title

Authorized Official's Signature

10-5-2004
Date

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

EDWARD HAMM
CONTRACTOR NAME

Work Order No. _____ County Agreement No. _____

Employee Name EDWARD HAMM

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name EDWARD HAMM Agreement No. _____

Work Order No. _____ Employee Name EDWARD HAMM

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

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

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

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

SIGNATURE: _____ DATE: 10/5/04

PRINTED NAME: EDWARD HAMM

POSITION: SOLE PROPRIETOR

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

EDWARD HAMM
CONTRACTOR NAME

Work Order No. _____ County Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name EDWARD HAMM Agreement No. _____

Work Order No. _____ Non-Employee Name _____

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this work order/contract or termination of my services hereunder, whichever occurs first.

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

SIGNATURE: _____ DATE: 10/5/04

PRINTED NAME: EDWARD HAMM

POSITION: SOLE PROPRIETOR

SCENT DISCRIMINATION CANINE AND HANDLER INVESTIGATIVE SERVICES CONTRACT

BETWEEN THE
COUNTY OF LOS ANGELES
AND
JOE D'ALLURA

OCTOBER, 2004

COUNTY OF LOS ANGELES
SCENT DISCRMINATION CANINE & HANDLER
INVESTIGATIVE SERVICES CONTRACT

This Contract is made and entered into as of the Effective Date, by and between the County of Los Angeles (hereinafter "County") and Mr. Joe D'Allura, (hereinafter "Contractor"), for scent discrimination canine and handler investigative services for the Los Angeles County Sheriff's Department (hereinafter "LASD") with regard to the following (hereinafter "RECITALS"):

1.0 RECITALS

1. WHEREAS, the County may contract with private businesses for scent discrimination canine and handler investigative services when certain requirements are met; and

2. WHEREAS, the Contractor is a private firm specializing in providing scent discrimination canine and handler investigative services; and

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

2.0 APPLICABLE DOCUMENTS

Exhibits A, B, and C attached to this base document and any Amendments or executed Change Notices and form the Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base document and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base document and then to the Exhibits according to the following priority:

2.1 EXHIBIT A: Statement of Work

2.2 EXHIBIT B: Contractor's Equal Employer Opportunity (EEO) Certification

2.4 EXHIBIT C: Forms Required Before Contract Execution:

Exhibit C-1: Contractor Employee Acknowledgement And Confidentiality Agreement

Exhibit C-2: Contractor Non-Employee Acknowledgement And Confidentiality Agreement

This Contract hereto constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subsection 9.4 (Change Notices and Amendments) and signed by both parties.

3.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

3.1 **Board of Supervisors:** Board of Supervisors shall refer to the legally governing body politic for the County of Los Angeles.

3.2 **[Intentionally omitted]**

3.3 **[Intentionally omitted]**

3.4 **Contractor's Project Manager:** The individual designated by the Contractor to manage the Contract day-to-day operations after the Contract award with the authority for Contractor on contractual or administrative matters relating to this Contract.

3.5 **Day(s):** Calendar day(s) unless otherwise specified.

3.6 **Effective Date:** Effective Date shall mean the date of approval and execution of this Contract by the County's Board of Supervisors.

3.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.8 **LASD:** LASD shall mean the Los Angeles County Sheriff's Department.

3.9 **Sheriff:** Sheriff shall refer to the elected official for the Sheriff's Department.

3.10 **Sheriff's Project Director:** Person designated by Sheriff with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Sheriff's Project Manager.

3.11 **Sheriff's Project Manager:** Person designated by Sheriff's Project Director to manage the day-to-day operations under this Contract.

4.0 WORK

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

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

5.0 TERM OF CONTRACT

5.1 The term of this Contract shall be for three (3) years and shall be deemed effective on the date of execution, pursuant to subsection 3.7, by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

5.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, and one six (6) month period, in any increment, for a maximum total Contract term of five (5) years and six (6) months. Each such option to extend shall be exercised individually by the Sheriff.

5.3 Contractor To Notify County When It Is Within Six Months From Expiration/Termination of Contract
Contractor shall notify the Sheriff's Project Director when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Sheriff's Project Director at the address herein subsection 7.1.

6.0 RATES/FEES

6.1 Notwithstanding any provision to the contrary, either expressly or by implication, the maximum amount payable by County to Contractor for performing and providing all tasks, deliverables, goods, services, out-of-pocket expenses, and/or any other consideration, and any other applicable taxes and/or expenses, for the duration of this Contract, including any extensions thereof, shall be paid an hourly rate of $135.00 for scent discrimination canine and investigative services. No over time shall be paid during any term under this Contract.

6.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation,

merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.5 CONTRACTOR LIABILITY FOR TAXES

Contractor shall pay any and all taxes as are now in effect or shall hereafter be imposed or levied that may be applicable to this Contract or any of the work performed hereunder, including but limited to, payroll, income, sales, and social security taxes. In no event shall such obligation(s) and/or payment(s) increase the Contract Sum.

6.6 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify Sheriff's Project Manager and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

6.7 INVOICES AND PAYMENTS

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

6.7.2 The Contractor's invoices shall be priced in accordance with the hourly rate as stated in Paragraph 6.1 (Rates/Fees).

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

6.7.4 The Contractor shall submit the monthly invoices to the Sheriff's Project Director by the 15th calendar day of the month following the month of service.

6.7.5 Charges for services shall be invoiced, under this Contract, by Contractor thirty (30) days in arrears. Each invoice shall indicate the following:

A. The identifying County number of this Contract;
B. Name of Contractor;
   - Address
   - Telephone Number
   - Fax Number
C. Description of the deliverable provided for which payment is claimed;
D. Total hours billed;
E. Hourly rate charged;
F. Beginning and ending dates of the billing period;
G. Total amount billed;
H. Sheriff's Project Manager's written approval.

6.7.6 COUNTY APPROVAL OF INVOICES
All invoices submitted by the Contractor for payment must have the written approval of the Sheriff's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.7.7 All approved invoices under this Contract shall be submitted to the following address, unless otherwise specifically set forth in writing:

Original to: Lt. Joe Hartshorne, Sheriff's Project Director
Los Angeles County Sheriff's Department
Homicide Bureau
5747 Rickenbacker Road
City of Commerce, California 90040

Copy to: Sheriff's Administrative Headquarters
Fiscal Administration
ATTN: Accounts Payable
4700 Ramona Boulevard
Monterey Park, California 91754-2169

6.7.8 County shall not be responsible for any invoice payment(s), if any invoice is received later than sixty (60) days after the date of services.

7.0 ADMINISTRATION OF CONTRACT - COUNTY

7.1 SHERIFF'S PROJECT DIRECTOR

Sheriff's Project Director for this Contract shall be the following person:

Lt. Joe Hartshorne, Sheriff's Project Director
Los Angeles County Sheriff's Department
Homicide Bureau
5747 Rickenbacker Road
City of Commerce, California 90040
Telephone: (323) 890-5500
Fax: (323) 415-3845
Email: jshartsh@lasd.org

7.1.1 Responsibilities Of Sheriff's Project Director

1. Sheriff's Project Director shall be responsible for the overall administration of this Contract, including keeping and updating all records relating thereto and for resolving disputes between County and Contractor;

2. Ensuring that the objectives of this Contract are met;

3. Making changes in the terms and conditions of this Contract pursuant to subsection 9.4 (Change Notices and Amendments);

4. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements, and;

5. Sheriff shall notify Contractor in writing of any change in the name and/or address of Sheriff's Project Director.

7.2 SHERIFF'S PROJECT MANAGER

Sheriff's Project Manager for this Contract shall be the following person:

Sergeant Paul Mondry, Sheriff's Project Manager
Los Angeles County Sheriff's Department
Homicide Bureau
5747 Rickenbacker Road
City of Commerce, California 90040
Telephone: (323) 890-5528
Fax: (323) 415-3335
Email: ptmondry@lasd.org

7.2.1 Responsibilities Of Sheriff's Project Manager

1. Sheriff's Project Manager shall be responsible for confirming that County's standards and task requirements are satisfactorily complied with by Contractor and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the work hereunder;

2. Sheriff's Project Manager shall be responsible for coordinating and monitoring the work of Contractor's personnel assigned to this project and for confirming that this Contract's objectives are met by Contractor;

3. Monitoring, evaluating, and reporting Contractor's performance and progress under this Contract;

4. Meeting with Contractor's Project Manager on a regular basis and coordinating with Contractor's Project Manager regarding the performance of Contractor's personnel on each particular task;

5. Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor;

6. Responsibility for the ongoing approval of Contractor's personnel pursuant to subsection 8.2;

7. Reviewing and approving project tasks, deliverables, services, and other work, and;

8. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

9. Sheriff shall promptly notify Contractor in writing of any change in the name and/or address of Sheriff's Project Manager.

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

8.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

8.1 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager for this Contract shall be the following person:

Mr. Joe D'Allura
28391 Las Arubas
Laguna Niguel, California 92677
Telephone: (949) 291-1294
Fax: (949) 643-0174
Email: dall3@juno.com

8.1.1 Responsibilities Of Contractor's Project Manager

1. Contractor's Project Manager shall be responsible for Contractor's performance and related tasks and ensuring Contractor's compliance with this Contract.

2. Contractor's Project Manager shall meet or confer with and Sheriff's Project Director on a regular basis.

3. Contractor shall promptly notify Sheriff's Project Director in writing of any change in the name and/or address of Contractor's Project Manager.

4. Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with Sheriff's Project Manager on a regular basis. Any issues, problems, or disputes which may arise and cannot be resolved by Sheriff's Project Manager may be reported by Contractor's Project Manager to Sheriff's Project Director.

5. Contractor's Project Manager shall coordinate with Sheriff's Project Manager on a regular basis with respect to all work being performed on tasks and deliverables under this Contract.

6. Contractor shall promptly notify Sheriff's Project Director in writing of any change in the name and/or address of Contractor's Project Manager.

8.2 APPROVAL OF CONTRACTOR'S STAFF

Sheriff's Project Director has the absolute right to approve or disapprove all of Contractor's staff, including scent discrimination canines, performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

8.3 CONTRACTOR'S STAFF IDENTIFICATION

8.31. Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the Sheriff and Contractor will be provided new specifications as required. The format and content of the badge is subject to the Sheriff's Project Director's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

8.3.2 Contractor shall notify the Sheriff's Project Manager within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

8.3.3 If Sheriff's Project Manager requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

8.4 BACKGROUND AND SECURITY INVESTIGATIONS

8.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of Sheriff, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which will include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the County, regardless if the Contractor's staff passes or fails the background clearance investigation.

8.4.2 Sheriff's Project Director may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. The Sheriff will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

8.4.3 The Sheriff's Project Director may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the Sheriff whose background or conduct is incompatible with County facility access, at the sole discretion of the Sheriff.

8.4.4 Disqualification, if any, of Contractor staff, pursuant to this subsection 8.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.5 CONTRACTOR'S RESPONSIBILITIES

8.5.1 Contractor will be responsible for providing the following equipment, supplies, and/or materials during the administration of this Contract:

a) All supplies, services, transportation, veterinary care, medical prescriptions, and/or furnishings related to the upkeep, care, and services of all scent discrimination canines.

b) All supplies, materials, equipment, maintenance, and/or care related to the to proper upkeep, services, and use of the Scent Transfer Unit.

c) Appropriate clothing/uniform for handlers, which is clearly labeled with the words **"SCENT EVIDENCE"** on the front and/or backside of each uniformed shirt.

d) Contractor shall return all County-issued equipment, supplies, and furnishings at the request of the Sheriff's Project Director, Sheriff's Project Manager in and/or upon the termination/expiration of this Contract. All County-issued equipment, supplies, and/or furnishings shall be returned by Contractor to County in the same condition as originally issued, with the exceptions of normal wear and tear, to Contractor by County.

8.6 COUNTY'S RESPONSIBILITIES

8.6.1 County will be responsible for providing the following equipment, supplies, and/or materials during the administration of this Contract:

a) Hand-held Radio: One (1) hand-held radio, Motorola, Model XTS 3000 or most recent model issued by LASD. Contractor shall only operate and/or use the hand-held radio while performing the required services for County pursuant to the terms and conditions of this Contract. Hand-held radio shall not be used for Contractor's own personal use at any time. The County shall provide maintenance repairs, as needed and/or replace the hand-held radio, due to normal wear and tear and/or defects, as determined by the County.

c) Protective Vest: One (1) protective vest with a minimum ballistic protection level of IIA. Contractor shall only operate and/or use the protective vest while performing the required services for County pursuant to the terms and conditions of this Contract. Protective vest shall not be used for Contractor's own personal use at any time. The County shall replace the protective vest as needed, due to normal wear and tear and/or defects, as determined by the County.

d) Access and use of a photocopier and related supplies and equipment need to produce and/or prepare reports and/or documents for court as needed.

e) Sufficient deputy personnel back-up at all investigation sites which the Contractor and scent discrimination canine are performing work pursuant the terms and conditions of this Contract.

f) A County vehicle that shall have the ability to transport all necessary handler equipment, including the scent discrimination canine. Contractor shall operate and/or use the County vehicle only for the purposes of providing services under this Contract, pursuant to Exhibit A (Statement of Work), which have been pre-authorized in writing by the Sheriff's Project Manager and/or his designee. Contractor shall not use the County vehicle for required court-ordered appearances.

All maintenance and required repairs needed by the County vehicle, which are not a direct result of Contractor's negligence, shall be the responsibility of the County.

The County vehicle shall be housed at a designated Sheriff's station determined by the Project Director. Upon Contractor's notification of LASD's call for service, the Contractor shall retrieve and return the County vehicle as follows:

- Prior to retrieval, the Contractor shall sign-out the County vehicle from the station Watch Commander.

- Upon service completion, the Contractor shall return the County vehicle to the designated Sheriff's station and sign-in the County vehicle through the station Watch Commander.

Contractor shall report the vehicle's monthly mileage by the 5th day of each month to the Project Manager and/or his designee.

Contractor shall adhere by the following regulations while operating the County vehicle:

i) Contractor shall not violate any traffic laws;

ii) Contractor shall not violate any parking law, local parking ordinance or County, LASD or Unit parking regulation;

iii) Contractor shall always employ defensive driving techniques and shall avail himself of every reasonable means to avoid and/or prevent a collision and/or incident;

iv) Contractor shall not operate the County vehicle in an unsafe or negligent manner. Unsafe backing, failure to allow proper clearance or failure to allow for adverse driving surfaces or weather conditions, resulting in damage to the County vehicle or any other vehicle or property, shall be considered a violation of this subsection;

v) Contractor shall not allow any unauthorized person to have the keys to, operate, and/or ride in the County vehicle;

vi) Contractor shall wear factory installed safety belts while operating or riding in the County vehicle, unless it can be reasonably anticipated that a sudden exit from the County vehicle is a greater safety consideration than the protection offered by the safety belt;

vii) Contractor shall not use the County vehicle outside Los Angeles County except specifically authorized to do so the Sheriff's Project Manager and/or his designee;

viii) In the event of a collision or damage to the County vehicle or any other vehicle, Contractor shall remain at the scene until a police report is made by the proper jurisdictional agency; promptly notify the Sheriff's Project Manager and/or his designee of the incident for further instructions; promptly prepare the required County forms for reporting such collision or damages; follow procedures pursuant to LASD's Manual of Policy and Procedures, Section 3-09/00.00 (Miscellaneous Administrative Procedures), Subsection 3-09/070.00 (Vehicle Collision/Incident Reporting And Investigation – Department And Permittee Vehicles), and Subsection 3-09/070.05 (Driver's Responsibilities).

8.7 CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", (Exhibit C1). The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", (Exhibit C2).

9.0 TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

9.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Sheriff's Project Director. Any unapproved assignment or delegation shall be null and void. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at Sheriff's sole discretion, against the claims, which the Contractor may have against the County.

9.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Sheriff's Project Director's expressed prior written approval, may result in the termination of this Contract.

9.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

9.4 CHANGE NOTICES AND AMENDMENTS

9.4.1 The County reserves the right to initiate Change Notices that **do not materially affect** the scope, term, Contract Sum, payments, period of performance, and/or any term or condition included under this Contract. All such changes shall

be accomplished with an executed Change Notice signed by the Contractor's Project Manager and by Sheriff's Project Director.

9.4.2 For any change which materially affects the scope of work, term, Contract Sum, payments, period of performance, and/or or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors and Contractor.

9.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Sheriff and Contractor.

9.4.4 The Sheriff may at his sole discretion, authorize extensions of time as defined in Section 5.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Contract shall be prepared and executed by the Sheriff.

9.5 COMPLAINTS

9.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within thirty (30) business days after the Effective Date of the Contract, the Contractor shall provide the Sheriff's Project Director with the Contractor's policy for receiving, investigating and responding to user complaints.

9.5.2 The Sheriff's Project Director will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

9.5.3 If the Sheriff's Project Director requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

9.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the Sheriff's Project Director for approval before implementation.

9.5.5 The Contractor shall preliminarily investigate all complaints and notify the Sheriff's Project Manager of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the Sheriff's Project Manager within three (3) business days of mailing to the complainant.

9.6 COMPLIANCE WITH APPLICABLE LAW

9.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

9.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.7 COMPLIANCE WITH CIVIL RIGHTS LAW

The Contractor hereby assures that it will comply with Title VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit B (Contractor's EEO Certification).

9.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.8.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

9.8.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subsection, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subsection. The provisions of this subsection shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the Contract.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Sheriff's Project Director if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an

exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subsection of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.9 CONFLICT OF INTEREST

9.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of this Contract.

9.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

9.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the Effective Date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

9.12.1 RESPONSIBLE CONTRACTOR

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

9.12.2 CHAPTER 2.202 OF THE COUNTY CODE

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

9.12.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has

done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

9.12.4 CONTRACTOR HEARING BOARD

If there is evidence that the Contractor may be subject to debarment, the Sheriff will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.12.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of County Contractors.

9.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The

County's Child Support Services Department will supply the Contractor with the poster to be used.

9.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

9.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

9.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.16 COUNTY'S QUALITY ASSURANCE PLAN

The Sheriff's Project Director will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or

continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

9.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.17.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

9.18 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

9.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to subsection 9.4, and

received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.20 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.22 INDEPENDENT CONTRACTOR STATUS

9.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

9.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the

Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

9.22.4 As previously instructed in subsection 8.7 (Confidentiality), the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", (Exhibit C1). The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", (Exhibit C2).

9.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

9.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to: Los Angeles County Sheriff's Department, Sheriff's Administrative Headquarters, Contracts Administration Unit, Attn: Joe Cruz, Contracts Manager, 4700 Ramona Blvd., Monterey Park, CA 91754, prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

9.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

9.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed

by the Contractor under this Contract.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

9.24.5 **Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

9.24.6 **Insurance Coverage Requirements for Subcontractors** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9.25 **INSURANCE COVERAGE REQUIREMENTS**

9.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following.

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

9.25.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

9.25.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by

any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

9.26 LIQUIDATED DAMAGES

9.26.1 If, in the judgment of the Sheriff, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Sheriff in a written notice describing the reasons for said action.

9.26.2 If the Sheriff determines that there are deficiencies in the performance of this Contract that the Sheriff deems are correctable by the Contractor over a certain time span, the Sheriff will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Sheriff may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the Sheriff may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it

be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

9.26.3 The action noted in subsection 9.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.26.4 This subsection shall not, in any manner, restrict or limit the Sheriff's right to damages for any breach of this Contract provided by law or as specified in subsection 9.26.2, and shall not, in any manner, restrict or limit the Sheriff's right to terminate this Contract as agreed to herein.

9.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

9.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

9.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

9.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit B (Contractor's EEO Certification).

9.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship.

9.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

9.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

9.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subsection 9.28 when so requested by the County.

9.28.7 If the County finds that any provisions of this subsection 9.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

9.29 NON EXCLUSIVITY

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

9.30 NOTICE OF DELAYS

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

9.31 DISPUTE RESOLUTION PROCEDURE

9.31.1 General: Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Paragraph 9.31, *Dispute Resolution Procedure* (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

1. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2. If County fails to continue without delay to perform its responsibilities under this Contract which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

9.31.2 Continued Work: Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such disputes.

9.31.3 Dispute Resolution Procedures: In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter as follows:

1. Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

3. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief executive officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

4. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and its rights and remedies as provided by law.

9.31.4 Documentation of Dispute Resolution Procedures: All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in 9.31, *Dispute Resolution Procedure*, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

9.31.5 Not Applicable to County's Right to Terminate: Notwithstanding any other provision of this Contract, County's right to terminate the Contract pursuant to Paragraph 9.42 (*Termination for Convenience*), Paragraph 9.43 (*Termination for Default*), Paragraph 9.44 (*Termination for Improper Consideration*), or Paragraph 9.45 (*Termination for Insolvency*), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

9.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

9.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

9.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in County's Administration (Section 7.0) and, Contractor's Administration (Section 8.0). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff's Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

9.36 PUBLIC RECORDS ACT

9.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to subsection 9.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation For Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

9.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

9.37 PUBLICITY

9.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Sheriff's Project Director. The County shall not unreasonably withhold written consent.

9.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subsection 9.37 shall apply.

9.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

9.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a

reasonable effort to maintain the confidentiality of such audit report(s).

9.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subsection 9.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

9.39 RECYCLED BOND PAPER

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

9.40 SUBCONTRACTING

9.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the Sheriff's Project Director.** Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

9.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the Sheriff's Project Director's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.

9.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

9.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the Sheriff's Project Director's approval of the Contractor's proposed subcontract.

9.40.5 The Sheriff's Project Director's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

9.40.6 The Sheriff's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

9.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

9.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to: Los Angeles County Sheriff's Department, Sheriff's Administrative Headquarters, Contracts Administration Unit, Attn: Joe Cruz, Contracts Manager, 4700 Ramona Blvd., Monterey Park, California 91754, before any subcontractor employee may perform any work hereunder.

9.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in subsection 9.15 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall

constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to subsection 9.43 (Termination for Default).

9.42 TERMINATION FOR CONVENIENCE

9.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

9.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subsection 9.38 (Record Retention & Inspection/Audit Settlement).

9.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing)

after receipt of written notice from the County specifying such failure.

9.43.2 In the event that the County terminates this Contract in whole or in part as provided in subsection 9.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

9.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subsection 9.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subsection 9.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

9.43.4 If, after the County has given notice of termination under the provisions of this subsection 9.43, it is determined by the County that the Contractor was not in default under the provisions of this subsection 9.43, or that the default was excusable under the provisions of subsection 9.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subsection 9.42 (Termination for Convenience).

9.43.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in subsection 9.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of subsection 9.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Sheriff deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise. These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of subsection 9.23 (Indemnification).

9.43.6 The rights and remedies of the County provided in this subsection 9.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.44 TERMINATION FOR IMPROPER CONSIDERATION

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

9.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

9.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

9.45.2 The rights and remedies of the County provided in this subsection 9.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

9.48 VALIDITY

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

9.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subsection 9.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.50 WARRANTY AGAINST CONTINGENT FEES

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

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

COUNTY OF LOSANGELES
SCENT DISCRIMINATION CANINE AND HANDLER
INVESTIGATIVE SERVICES CONTRACT

IN WITNESS WHEREOF, County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board thereof, and CONTRACTOR has executed this Contract by its duly authorized officer, on the day, month and year first above written.

COUNTY OF LOS ANGELES

By: _____
Supervisor Don Knabe, Chairman
Board of Supervisors

ATTEST

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

CONTRACTOR
Firm Name: JOE D'ALLURA

By: _____
Name: JOE D'ALLURA
Title: SOLE PROPRIETOR

APPROVED AS TO FORM:
RAYMOND FORTNER
Chief Deputy County Counsel

By: _____
Principal Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK

SCENT DISCRIMINATION CANINE AND HANDLER INVESTIGATIVE SERVICES

1.0 INTRODUCTION

The Los Angeles County Sheriff's Department requires an independent Contractor to provide scent discrimination canine and handler investigative services on an as needed basis. The duties to be performed by the Contractor are outlined below in this Statement Work (Exhibit A).

2.0 TASKS TO BE PERFORMED

The Contractor will provide and perform scent discrimination canine and handler investigative services, on an as needed basis, as set forth below:

2.1 Contractor shall be available, respond, and provide handler and scent discrimination canine investigative services as required by the Sheriff on an as needed basis.

2.2 Contractor shall respond to investigative locations, or related areas, and/or provide service throughout the Los Angeles County area, on an as needed basis, as approved by the Los Angeles County Sheriff's Department (LASD).

2.3 Contractor shall provide at least one (1) fully trained handler, scent discrimination canine, and all required tools, materials, and/or equipment at the designated investigative area within four (4) hours from LASD's notification to Contractor.

2.4 Contractor shall require all handlers to wear appropriate clothing/uniform and visible picture identification which complies with Sections 8.3 amd 8.5 of the Contract, at all times, during Contractor's performance of the required services as set forth in this Statement of Work.

2.5 Contractor shall respond and provide investigative services and/or assistance by providing:

2.5.1 Expert advice pertaining to the collection of scent evidence and the method in which to deploy the scent discrimination canine.

2.5.2 Scent collection utilizing the Scent Transfer Unit (STU).

2.5.3 A scent discrimination canine to perform scent comparisons on possible suspects.

2.5.4 Conduct searches for firearm or ammunition used in criminal activity.

2.5.5 Conduct searches of buried or submerged human bodies and/or human remains.

2.6 Respond to locations to provide investigative services by:

2.6.1 Identifying possible suspect using scent from an investigative scene and/or related area(s).

2.6.2 Conducting scent comparisons of possible suspect(s).

2.6.3 Conducting a location identification to determine if scent matching the scent from an investigative scene, or related area, is present at specific locations.

2.7 Contractor shall provide all supplies as related to the Scent Transfer Unit to collect scent.

2.8 Contractor shall prepare reports on investigative work as required.

2.9 Contractor shall prepare and appear for court as required.

2.10 Contractor shall testify on cases relating to scent evidence.

2.11 Contractor may be requested to orientate and instruct LASD personnel in the use of the scent discrimination canine services.

2.12 Contractor shall maintain all handlers and scent discrimination canines' training, certifications, and/or licenses as required on, throughout the term of this Contract, or any extension(s) there of.

2.13 Contractor must maintain logs and records of all training and case work.

EXHIBIT B

CONTRACTOR'S EEO CERTIFICATION

JOE D'ALURA

Contractor Name

20391 LAS ARUBAS LAGUNA NIGUEL, CA. 9267

Address

557-72-8651

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☒	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☒	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☒	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☒	No ☐

JOE D'ALURA SOLE PROPRIETOR

Authorized Official's Printed Name and Title

Authorized Official's Signature

10/5/04

Date

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

JOE D'ALLURA
CONTRACTOR NAME

Work Order No. _____ County Agreement No. _____

Employee Name JOE D'ALLURA

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name JOE D'ALLURA Agreement No. _____

Work Order No. _____ Employee Name JOE D'ALLURA

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

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

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

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

SIGNATURE: _____ DATE: 10/5/04

PRINTED NAME: JOE D'ALLURA

POSITION: SOLE PROPRIETOR

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

JOE DALLURA
CONTRACTOR NAME

Work Order No. _____ County Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

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

Initials of Signer _____

Contractor Name JOE D'ALLURA Agreement No._____

Work Order No. _____ Non-Employee Name _____

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this work order/contract or termination of my services hereunder, whichever occurs first.

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

SIGNATURE: _____ DATE: 10/5/04

PRINTED NAME: JOE D'ALLURA

POSITION: SOLE PROPRIETOR