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

LEROY D. BACA, SHERIFF

December 20, 2005

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:

APPROVE AGREEMENT WITH WESTERN STATE DESIGN FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the County of Los Angeles to sign the attached agreement with Western State Design to provide laundry equipment maintenance and repair services at the Sheriff's Department Laundry Operation site located at the Pitchess Detention Center. This contract is for a term of three (3) years with options to extend for two (2) one-year periods and six (6) months, in any increment for a total aggregate cost not to exceed $5,504,276.

2. Authorize the Sheriff, or his designee, to modify the agreement within the conditions specified in the agreement, including authority to exercise the extension provisions, if at the Sheriff's discretion, such extensions would be in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Los Angeles County Sheriff's Department (Department) operates a full-scale laundry service staffed by Department personnel and inmates at the Pitchess Detention Center (PDC). Currently, the Department operates two eight-hour shifts, Monday through Friday, including holidays. On an annual basis, the laundry operation processes between 18,000,000 and 18,500,000 pounds of inmate bedding, linens and

clothing. In addition, the Department has equipment in use at the Twin Towers Correctional Facility (TTCF) and equipment in storage at the Sybil Brand Institute (SBI), which from time to time may be used at PDC as back-up equipment. The equipment includes commercial washers, dryers, pressers, scales, conveyors, monorails, and other related accessories, all of which are owned by the County.

Implementation of Strategic Plan Goals

The services provided under this agreement support the County's Strategic Goal 1 for Service Excellence, and Goal 4 for Fiscal Responsibility, by ensuring that the Department will be able to manage its custodial functions more efficiently and effectively. This ensures the health and well-being of inmates housed in the Sheriff's custodial facilities by complying with the regulations relating to the care, handling, and sanitation requirements of inmate linens, clothing, and bedding.

FISCAL IMPACT/FINANCING

The costs for laundry equipment maintenance and repair services will be paid through the Department's general fund. The Department has allocated funds for Fiscal Year 2005-06 and will continue to allocate funds for the duration of the agreement.

The maximum contract sum includes monthly/annual maintenance and repair costs for equipment at PDC, TTCF, and SBI. The services for TTCF and SBI are on an as-needed basis, and the Department will be billed only when actual maintenance and repair services are provided at those two locations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Title 15 and Title 22 of the California Code of Regulations set standards for the handling, laundering, and sanitation of bedding, linens and clothing used by inmates in custody. The Department's laundry service must process inmate laundry according to those regulations. To ensure this, the equipment must be maintained, repaired, and kept in operating condition.

The Contractor is in compliance with all Board, Chief Administrative Office, and County Counsel requirements.

County Counsel has reviewed and approved the agreement as to form.

CONTRACTING PROCESS

The Department mailed a Request for Proposals (RFP) for laundry equipment maintenance and repair services to several firms from previous solicitations in August 2005. The information was posted on the County of Los Angeles website. Western State Design was the only firm that submitted a proposal in response to the RFP in September 2005. An evaluation team evaluated the proposal and recommended that Western State Design be awarded the contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Sheriff's Department's operations and services.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two original executed copies of the agreement to the Sheriff's Department's Contracts Unit.

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WESTERN STATE DESIGN, INCORPORATED

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Western State Design, Incorporated, a corporation organized under the laws of California, located at 17026 Marquardt Avenue, Cerritos, California 90703 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Sheriff's Department processes over eighteen million (18,000,000) pounds of laundry annually in accordance with Title XV requirements in support of an inmate population averaging 18,800 inmates each day at eight (8) Sheriff's custodial facilities throughout Los Angeles County; and

WHEREAS, County owns laundry equipment located at Pitchess Detention Center ("PDC") to process the laundry; and

WHEREAS, County must ensure that the equipment is maintained; and

WHEREAS, County does not have the technical staff with the skills and expertise necessary to maintain and repair the laundry equipment; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide laundry equipment maintenance and repair services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through F, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. 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, Subtask, Deliverable, goods, service, or other Work, or otherwise,

such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit C1 – Price Schedule

Exhibit C2 - Rates for Off-Hours Services

1.2.3. Exhibit B – Statement of Work

1.2.4 Exhibit D - Contractor Employee Work Schedule

1.2.5 Exhibit E – Contractor's EEO Certification

1.2.6 Exhibit F1– Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit F2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.3 Additional Terms and Conditions

Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction

The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Subparagraph 1.1 (Agreement).

2.2 "Board" means the Los Angeles County Board of Supervisors.

2.3 "Business Day" means Monday through Friday, excluding County observed holidays.

2.4 "Change Order" has the meaning set forth in Paragraph 6.0 (Change Orders and Amendments)

2.5 "Contractor Key Personnel" has the meaning set forth in Subparagraph 4.3.2.

2.6 "Contractor Project Director" has the meaning set forth in Subparagraph 4.1 (Contractor Project Director).

2.7 "Contractor Project Manager" has the meaning set forth in Subparagraph 4.2 (Contractor Project Manager).

2.8 "County" has the meaning set forth in the Recitals.

2.9 "County Counsel" means County's Office of the County Counsel.

2.10 "County Indemnitees" has the meaning set forth in Subparagraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).

2.11 "County Project Director" has the meaning set forth in Subparagraph 3.1 (County Project Director).

2.12 "County Project Manager" has the meaning set forth in Subparagraph 3.2 (County Project Manager).

2.13 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work or any approved Change Order or amendment.

2.14 "Department" has the meaning set forth in the Recitals.

2.15 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.16 "Effective Date" means the first date on which this Agreement has been executed by all parties and approved by the Board.

2.17 "Equipment" includes all equipment specified in Exhibit B (Statement of Work), Attachment 1.

2.18 "Hourly Labor Rate" means, for Contractor's personnel, the fully burdened hourly rates set forth in Exhibit C2 (Rates for Off-Hours Services), each of which such rates includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.

2.19 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

2.20 "Initial Term" has the meaning set forth in Paragraph 7.0 (Term).

2.21 "Jury Service Program" has the meaning set forth in Paragraph 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.22 "Maximum Contract Sum" has the meaning set forth in Paragraph 8.0 (Prices and Fees).

2.23 "Option Term" has the meaning set forth in Paragraph 7.0 (Term).

2.24 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.25 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any approved Change Order or amendment.

2.26 "Task" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any approved Change Order or amendment.

2.27 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.28 "Term" has the meaning set forth in Paragraph 7.0 (Term).

2.29 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required

pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

3.1.1 "County Project Director" for this Agreement shall be the following person:

Doug Retig, Director
Jail Enterprises
Los Angeles County Sheriff's Department
29350 The Old Road
Castaic, California 91350

Telephone: (661) 295-8801

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6.0 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Roger Mohan, Manager
Laundry Services
Los Angeles County Sheriff's Department
29350 The Old Road
Castaic, California 91350

Telephone: (661) 295-8849

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to the County Project Manager, such notice,

report, or other delivery shall be made to the County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time give to such person by County.

3.2.4 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.5 The County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Consolidation of Duties

County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Subparagraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Subparagraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Subparagraph 3.3.

3.4 County Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Todd Hyrn, Director
Parts and Services
17026 Marquardt Avenue
Cerritos, California 90703

Telephone: (562) 802-7749

4.1.2 The Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with the County Project Director or the County Project Manager at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Jose Mora
Chief Engineer
29350 The Old Road
Castaic, California 91384

Telephone: (661) 295-1186

4.2.2 The Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Subparagraph 4.4 (Project Status Reports by Contractor).

4.2.3 From the Effective Date through the expiration of the Term, the Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

4.3 Approval of Contractor's Staff.

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the

Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including repair and maintenance technicians and supervising technicians (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.

4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

4.3.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor.

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and each County Project Manager with minimum weekly written reports ("Project Status Reports") which contain the information set forth in the Statement of Work, and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5.0 WORK; APPROVAL AND ACCEPTANCE

General

Contractor acknowledges that, subject to this Paragraph 5.0 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable on a monthly basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5.0 (Work; Approval and Acceptance), Paragraph 8 (Prices and Fees), and Paragraph 10.0 (Invoices and Payments).

6.0 CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6.0 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director, with the concurrence of County Counsel, and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.2 Audit of Change Order Work.

County is entitled to audit, in accordance with Paragraph 42.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6.0 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7.0 TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for a period of three (3) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to two additional one (1) year periods, and thereafter for a maximum of six (6) months in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7.0 (Term).

8.0 PRICES AND FEES

8.1 General

The prices and fees for this Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Agreement. Exhibit C1 (Price Schedule) specifies the monthly and annual flat rate fees for each contract year. The annual flat-rate fees are the all-inclusive fee for all preventative maintenance and general repairs, includes labor and equipment costs, and parts, excluding consumable parts and all laundry equipment parts, which will be provided by County and excluding off-hours repair service. County will pay Contractor on a monthly basis for preventative maintenance and general repairs. The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

Exhibit C1 specifies the flat rate fees for PDC, TTCF and Sybil Brand Institute. Currently, only equipment at PDC and TTCF are in use, while Sybil Brand is closed and the laundry equipment is in storage. County will not make any payments for maintenance and repairs of the equipment located at Sybil Brand until actual maintenance and repair work is done on the equipment. Contractor

shall invoice County monthly for maintenance of PDC and TTCF equipment and for Sybil Brand equipment only if actual work is done.

8.2 Allowance for Off-Hours Repair Services

This Agreement includes an allowance for off-hours repair services, which will be paid on an hourly basis. All such off-hours repair services shall require the written authorization of the County Project Director or designee. The rates for off-hour services are set forth in Exhibit C2 (Rates for Off-Hours Services). These rates shall not be increased during the Term of this Agreement. Invoices for off-hours services shall be submitted monthly in arrears, and separately from the monthly flat-rate service fee.

8.3 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed five million five hundred four thousand two hundred seventy-six dollars ($5,504,276), including a one million one hundred thousand dollar ($1,100,000) allowance for off-hours emergency maintenance and repair services which shall be paid according to rates set forth in Exhibit C2 (Rates for Off-Hours Services).

8.4 County may add or delete laundry equipment during the Term of the Agreement. If at any time during the Term of the Agreement, County's service needs increases or decreases, payment to Contractor shall be adjusted in the month that the change occurred. In no event will these adjustments cause the aggregate costs to exceed the Maximum Contract Sum.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 General

Contractor shall be paid monthly in arrears. Contractor invoices shall be submitted to County by the tenth (10^{th}) day of the month following the billing period.

10.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Manager, as evidenced by County Project Manager's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.3 Detail

Each invoice submitted by Contractor shall include:

10.3.1 County's Agreement Number;

10.3.2 Billing Period;

10.3.3 Billing Date

10.3.4 Description of Services Provided

10.3.5 Service location

10.3.6 Total charges for services, including applicable sales tax, if any, provided under this Agreement.

10.4 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice, addressed as shown below:

Original Invoice to:

Los Angeles County Sheriff's Department
Laundry Services
Pitchess Detention Center
29320 The Old Road
Castaic, California 91384

Attention: Roger Mohan

Copy to:

Los Angeles County Sheriff's Department
Accounts Payable Section
4700 Ramona Boulevard, Room 326
Monterey Park, California 91754

10.5 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11.0 LIQUIDATED DAMAGES

11.1 If, in the judgment of the County Project Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, 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. Information regarding 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 County Project Director in a written notice describing the reasons for said action.

11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the County Project Director 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 County Project Director may:

11.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or

11.2.2 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, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment 1to Exhibit B (Statement of Work) and that the Contractor shall be liable to the County for liquidated damages in the said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

11.2.3 Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by County.

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Subparagraph 11.2, and shall not, in any manner, restrict or limit the County's right to terminate the Agreement as agreed to herein.

12.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Laundry Services
Pitchess Detention Center
29320 The Old Road
Castaic, California 91384
Attention: Roger Mohan

Facsimile:

With a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention:

Facsimile: (323) 267-6687

To Contractor: Western State Design
17026 Marquardt Avenue
Cerritos, California 90703
Attention: Todd Hyrn

Facsimile:

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14.0 CALIFORNIA LABOR CODE AND PREVAILING WAGE

14.1 Contractor, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State and local laws related to labor.

14.2 Contractor, its subcontractors, agents, and employees shall pay the prevailing wages established by the State Department of Industrial Relations to those

employees who perform work, which is subject to the prevailing wage requirement of the California Labor Code.

14.3 Contractor, its subcontractors, agents, and employees are directed to comply with the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for covered crafts, and neither Contractor nor any subcontractor hereunder shall require or permit any covered worker to perform any of the Work described herein for more than eight (8) hours during any one calendar day or more than forty (40) hours during any one calendar week without paying overtime except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, Contractor shall forfeit to the County the penalty set forth therein.

15.0 SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1.0 (Agreement and Interpretation), 2.0 (Definitions), 8.0 (Prices and Fees), 10.0 (Invoices and Payments), 11.0 (Liquidated Damages), 12.0 (Notices), 13.0 (Arm's Length Negotiations), 14.0 (California Labor Code and Prevailing Wages), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
WESTERN STATE DESIGN, INCORPORATED

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Mayor, County of Los Angeles

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

WESTERN STATE DESIGN,
INCORPORATED
Contractor

Signed Todd M. Hyrn

Printed TODD M. HYRN

Date 11/30/05

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
County Counsel

By _____ Date 11-29-05
Gary Gross
Principal Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Contract)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions

of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 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 the parties mutually determine should be delayed as a result of such dispute.

2.2.1 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 the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement 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.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

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

2.3.2 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.

2.3.3 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 operating officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 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 the Agreement and its rights and remedies as provided by law.

2.4 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 Subparagraph 2.3 (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.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), 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.

3.0 CONFIDENTIALITY

3.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Contract (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such

compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow

County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor.

Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination 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 thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

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

7.2 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 County Auditor-Controller's employee fraud hotline at (800) 544-6861.

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

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied

pursuant to Paragraph 11.0 (Liquidated Damages), of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price Schedule) of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

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

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or

consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness,

consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subparagraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

_____, Assistant Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

i. Specifically identify the Agreement;

ii. Clearly evidence all coverages required in the Agreement;

iii. Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

iv. Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and

v. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including 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.

13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

i. General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

ii. Auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident.

iii. Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and, in

respect of disease, the policy limit shall be no less than one million dollars ($1,000,000) and one million dollars ($1,000,000 for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

i. Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

ii. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

iii. Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.

iv. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit..

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability

(alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

15.0 BUDGET REDUCTIONS

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

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of 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 Contractor and subcontractor, and without any fault or negligence of either of them, 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 Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above-mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 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 Agreement. It is County's policy to conduct business only with responsible Contractors.

17.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles 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, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

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

17.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its

discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.9 These terms shall also apply to subcontractors of County contractors, including Contractor.

18.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses

(including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

20.2 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, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: 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.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its 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 the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 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 the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit

from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If 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 County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview

qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

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

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations

in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of 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.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of

regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with 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: (a) the lesser number is a recognized industry standard as determined by County, or (b) 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 County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement 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 County 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. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term, the County may require that all Contractor staff, subcontractors and agents of Contractor performing work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance.

34.2 If any of the Contractor's staff, subcontractors or agents do not pass the background clearance investigation, the County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through the County's background investigation.

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

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Sub-paragraph 4.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

37.1 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 promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

37.2 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, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall 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 1015.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 40.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff on behalf of the County with the written concurrence of the County Counsel.

40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Subparagraph 40.1 of this Exhibit.

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 The Agreement is by and between County and 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 County and 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. Contractor shall function as, and in all respects is, an independent Contractor.

41.2 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 Contractor.

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, 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 Contractor pursuant to the Agreement.

41.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the

examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by

County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Henry Yee, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

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

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give 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 Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR 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 under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement 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 Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, 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.

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

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

51.0 WAIVER

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

52.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

53.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

54.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

55.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

* * *

EXHIBIT B

STATEMENT OF WORK

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ATTACHMENTS

1 LIST OF LAUNDRY EQUIPMENT AT SHERIFF'S FACILITIES

2 CALIFORNIA CODE OF REGULATIONS TITLE 15
CRIME PREVENTION AND CORRECTIONS – DIVISION 1
MINIMUM STANDARDS FOR LOCAL DETENTION FACILITIES

3 CALIFORNIA CODE OF REGULATIONS TITLE 22
DIVISION 5 LICENSING AND CERTIFICATION OF HEALTH FACILITIES, HOME HEALTH AGENCIES, CLINICS AND REFERRAL AGENCIES

4 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Los Angeles County (County) requires a firm to provide maintenance and repair services for Los Angeles County Sheriff's Department's (Sheriff) laundry equipment located at the Sheriff's Pitchess Detention Center (PDC), Twin Tower Correctional Facility (TTCF) and Sybil Brand Institute (SBI). The Sheriff's Department maintains an in-house laundry services operation staffed by Department employees and inmates at PDC. The County owns all laundry equipment that requires the maintenance and repair services specified in this Statement of Work. Maintenance and repair services will include routine and emergency repairs, routine maintenance and quarterly and annual inspections of the equipment as recommended by each equipment manufacturer. Much of the laundry procedures, such as loading machines, measuring cleaning chemicals, length of wash/dry cycles and equipment maintenance schedules, are computerized, run on a Datastream MP2 Computerized Maintenance Management System (CMMS). Both hardware and software for this system will be provided by Contractor.

On an annual basis, the Laundry Operation processes 18,000,000 to 18,500,000 pounds of laundry, which includes bedding, linens, and clothes for its inmate population. Currently, the Sheriff's laundry unit operates two 8-hour shifts Mondays through Fridays, including most holidays.

The equipment to be maintained and repaired under this Agreement is listed in Attachment 1 to this Statement of Work.

2.0 FACILITIES AND SPECIFIC TASKS

2.1 The laundry equipment is located at the following Sheriff's Department facilities:

(1) Pitchess Detention Center
29350 The Old Road
Castaic, California 91384

(2) Twin Tower Correctional Facility
450 Bauchet Street
Los Angeles, California 90012

(3) Sybil Brand Institute
4500 East City Terrace Drive
Los Angeles, California 90063

Currently only PDC maintains a full-service laundry operation. The equipment at TTCF is used for laundering small items. The Sybil Brand Institute is currently closed, but there is a possibility that the Department will begin operating a full-service laundry at this site. The equipment located there is currently in storage, but may require maintenance services in the event that the equipment is required to meet operational needs or if an emergency occurs.

2.2 Service at Alternate Locations

Contractor shall provide services at an alternate location in case of an emergency or when it becomes absolutely necessary for all or some of the laundry equipment to be transferred to another County facility in order to continue laundry operations. In the event of such occurrences, Contractor may be required to provide services seven (7) days a week, twenty-four (24) hours a day.

3.0 QUALITY CONTROL

3.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement that meet, or exceed, any requirements as may be required by the equipment manufacturers' minimum maintenance standards. The Plan shall be submitted to the County Project Manager for review at least ten (10) days prior to Contractor beginning work under this Agreement. The plan shall include, but may not be limited to the following:

3.1.1 Method of monitoring to ensure that all of the Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.

3.1.2 The Quality Control Plan shall include, but is not limited to the following information:

A. Specific activities to be monitored;

B. Methods of monitoring to include methods of verifying authenticity of reports, and methods to ensure quality of services;

C. Frequency of monitoring;

D. Samples of forms to be used in monitoring;

E. Job title and level of personnel performing monitoring functions.

3.2 Contractor's written policy and procedures regarding the licensing, certifications, and training requirements for staff who are assigned to maintain and repair the various types and makes of laundry equipment;

3.3 The Contractor shall have an ongoing system of quality assurance/improvement, and shall keep quality control records and records of all inspections conducted by the Contractor. These records must include, but is not limited to, time a problem was first identified, clear description of the problem, corrective action taken, and time elapsed between identification and completed corrective action.

3.4 Contractor's written policy and procedures regarding the inspection and maintenance of the different types of laundry equipment and supplies, including detailed descriptions of maintenance procedures, frequency of maintenance, preventative maintenance requirements and programs, and turnaround times to perform and complete the required services.

3.5 <u>County Inspection</u>

Contractor shall be prepared to make its personnel, facilities, and techniques available for inspection at reasonable times without prior notice by representatives of the Sheriff, County's Auditor-Controller and/or the State to review its operations.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Sample Agreement Exhibit A (Additional Terms and Conditions) Paragraph 46.0 (County's Quality Assurance Plan).

4.1 Performance Evaluation Meetings

Contractor and Contractor shall meet on at least a quarterly basis, and more frequently if deemed necessary. In the event that the County Project Manager issues a Contract Discrepancy Report, then the meeting shall be scheduled within five (5) days. Contractor's failure to attend any such scheduled meeting will cause an assessment of fifty dollars ($50.00), pursuant to Appendix C (Technical Exhibits), Exhibit 2 (Performance Requirement Summary).

Written records of each meeting will be prepared by the County Project Manager, stating the issues discussed, problems resolved, problems not resolved and pending, and possible future issues. The report must be reviewed and approved by the Contractor Project Manager. In the event that the Contractor does not concur with any part of the report, then Contractor shall submit a written response to the County Project Manager within ten (10) days of receipt of the report. The County Project Manager shall review both documents and make a determination, which will be considered final.

4.2 Review of Maintenance and Repair Records

On a monthly basis after Contractor begins providing services under this Agreement, Contractor shall submit to the County Project Manager Contractor's maintenance and repair records. The records shall include date of maintenance and/or repairs, problem(s) identified, corrective action taken, including description of parts used and time elapsed between identification of a problem and corrective action completed. The County Project Manager will review all records to ensure that County's requirements are being met.

4.3 Contract Discrepancy Report (Technical Exhibit 1)

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

The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of such report, the Contractor is required to respond in writing to the County Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report the County Project Manager within ten (10) business days.

4.4 County Observations

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

5.0 HOURS AND DAYS OF OPERATION

5.1 Preventative Maintenance and Repairs

5.1.1 Contractor shall be available at the PDC laundry facility Monday through Friday, including County holidays, between the hours of 5:00 a.m. through 10:30 p.m., one Saturday a month, and as needed, on weekends. The Sheriff's Department's laundry operates from approximately 6:00 a.m. to 10:00 p.m. Monday through Friday, including most holidays.

5.1.2 Contractor shall have discretion over deployment of assigned staff and shift hours as long as laundry operations remain at acceptable levels. Contractor work shifts and staff deployment are specified in Exhibit D (Contractor Employee Work Schedule), which have been approved by the County Project Manager. Any subsequent Contractor changes in work shifts or staff assignments must be

submitted in writing to the County Project Manager prior to the actual changes taking place. In the event that County requires additional service hours due to emergencies or changes in workload, Contractor shall meet with the County Project Manager to develop plan to meet the new requirements.

5.1.3 On occasion, County may require work done on weekends. County shall give Contractor no less than three (3) days notice specifying the kind of services required. Contractor shall provide adequate number of staff as necessary at no additional cost to County.

5.1.4 Contractor shall provide adequate staff on one (1) Saturday every month to blow the lint off walls, equipment, vents, and other affected areas using air hoses (referred as blow down) when laundry plant is not in operation at no additional cost to County. At the beginning of each calendar year, Contractor shall submit to the County Project Manager its proposed Saturday schedule for the year. Contractor shall notify the County Project Manager of any changes to the schedule.

5.2 Preventative Maintenance and Repairs Service Interruptions

5.2.1 During the term of this Agreement, in the event that laundry equipment maintenance and repair services are interrupted or reduced due to work stoppages or work slow down by Contractor employees, Contractor shall be responsible for providing required services by whatever alternate means are available. All costs for such alternate services shall be incurred by Contractor at no cost to County.

5.2.2 If Contractor fails to provide alternate means to ensure the continuation of required services, County will have the right to continuous services by using any means available. Contractor shall be responsible for all costs associated with alternate services obtained by County. In addition, such service interruptions may be grounds for termination of the Agreement.

5.2.3 If laundry equipment is non-operational and laundry operations are interrupted due to Contractor's negligence, or omissions, County

shall have the right to obtain laundry equipment maintenance and repair services or to send laundry to be laundered to other firms. Contractor shall be responsible for costs incurred by County for obtaining services from other firms.

5.3 Services in Emergency Situations

5.3.1 In the event of an emergency situation, Contractor shall continue to provide services under this Agreement. The Contractor Project Manager and the County Project Manager shall develop a plan to ensure that Contractor will be notified that an emergency has occurred and steps to take to ensure that services are continued. An emergency situation includes, but is not limited to, fires, floods, earthquakes, civil disturbances, jail riots and other disasters. The County Project Manager will determine if a particular situation is an "emergency" as specified in this Subsection 5.3.1. Contractor shall provide adequate staffing to ensure continued services to the extent determined by the County Project Manager. Such work may be required during hours outside of the normal hours of operation as specified in Subsection 5.1.1.

5.3.2 Should any emergency require performance of services beyond the capability of the Contractor, County may obtain supplemental services from County personnel or other firms. Such supplemental services obtained by County shall not constitute a breach of this Agreement.

5.4 Emergency Repair Services

Contractor shall provide emergency repairs twenty-four (24) hours a day, seven (7) days a week. An emergency service is required when the problem with the laundry equipment could cause it to break down and potentially disrupt the laundry operations. Emergency repairs could either be the result of County contacting Contractor when problems arise, or problems discovered by Contractor while performing maintenance and non-emergency repair services. Contractor must respond to emergency repair requests within one (1) hour of notification by County. Contractor's supervising technician and Project Manager shall be available by phone twenty-four (24) hours a day, seven (7) days a week in order to respond to emergency repair requests.

5.5 Holidays

Contractor shall provide services on most County recognized holidays, if such holidays fall on Monday through Friday. The holidays will vary from year to year. The County Project Manager will provide Contractor with a list of County recognized holidays that Contractor will have off for the following calendar year as soon as they become known.

6.0 COUNTY'S RESPONSIBILITIES

6.1 Personnel

The County will administer the Agreement according to Appendix A (Sample Contract), Paragraph 8.0 (Administration of Contract – County). Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.

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

6.1.3 Preparing Change Orders in accordance with the Appendix A (Sample Agreement), Paragraph 10.0 (Change Orders and Amendments).

6.2 County-Furnished Items

6.2.1 Equipment Parts

County will provide all parts for the laundry equipment listed in Attachment 1. County will purchase and maintain an inventory of specific spare equipment parts, which will be stored at PDC. Necessary parts and quantity on stock will be determined by the County.

6.2.2 Employee Identification Badges

County will provide identification badges with photograph for Contractor's employees who are assigned to provide services under this Agreement.

6.2.3 Consumable Items

County will purchase and maintain an inventory of consumable items required by Contractor. This includes, but is not limited to, cleaners, degreasers, paints, lubricants, nuts, bolts, drill bits, and saw blades.

6.2.4 Office Space

County may, depending on space availability, provide Contractor employees with office space to enable Contractor to complete required reports, parts and consumable item requests. At a minimum, County will provide utilities, and may provide telephone and desk(s).

6.2.5 Work Area

County may, depending upon space availability, provide Contractor with space for a work area, where Contractor employees can store necessary tools and maintenance equipment and do the repairs on laundry equipment components on site and easily assessable to laundry operations.

7.0 CONTRACTOR'S RESPONSIBILITIES

7.1 Standards

Contractor shall meet all requirements of the California Code of Regulations, Title 22, Licensing and Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies, and Title 15, Minimum Standards for Local Detention Facilities, for laundering, sanitation and handling of inmate clothing, bedding, and linens.

7.2 Personnel

7.2.1 Contractor shall provide an adequate number of qualified and trained technical, support and management staff to perform all the services required by County under this Agreement. All such employees must be approved by the County Project Manager prior to beginning work.

7.2.2 Contractor's employees providing services under this Agreement may undergo a criminal background check conducted by the Sheriff. The Sheriff's Department will evaluate the classification of crime(s) committed, dates committed, and analyze the criminal behavior pattern. This check is independent of Contractor's background and security procedures and policies.

The County will not allow anyone with a criminal conviction of any kind to provide services under this Agreement. The County reserves the right to require the Contractor to remove any such employee immediately from performing work under this Agreement. The County Project Manager shall have the discretion to determine the suitability of Contractor's employees for providing services under this Agreement. This does not preclude Contractor from employing such individuals for other non-County projects or contracts.

7.3 Contractor Furnished Items

7.3.1 Contractor shall provide all technical, support and management personnel, services, supplies and materials, exclusive of County-furnished items specified in Subsection 6.2 necessary to perform services required by this Statement of Work. Contractor shall provide staff that are trained in electronics, industrial electricity, equipment mechanics, and boiler room technology, welding and mechanics.

7.3.2 Contractor shall provide any and all tools, machines and related supplies necessary for maintaining and repairing the laundry equipment specified in Attachment 1 of this Statement of Work except for items furnished by the County, as specified in

Subsection 6.2. Contractor shall ensure that the tools, machines and related supplies it furnishes to provide the required services are maintained and in good working order. Contractor will be responsible for safeguarding its tool inventories and maintaining a safe and clean work environment.

7.3.3 Contractor employees assigned to provide services under this Agreement must wear an appropriate uniform at all times. At a minimum, uniform should consist of a shirt with the company name on it. All uniforms, as required and approved by the County Project Manager, will be provided by and at Contractor's expense.

7.3.4 Contractor shall provide all computer hardware and software required to utilize Datastream MP2 Computerized Maintenance Management System (CMMS) to manage all equipment operation and maintenance of Sheriff's laundry operations.

7.4 Training

7.4.1 The Contractor shall provide appropriate training programs for all new employees and continuing in-service training for all employees providing services under this Agreement.

7.4.2 All Contractor employees shall be trained in their assigned tasks and in the safe handling of equipment and hazardous waste disposal. Contractor's employees shall comply with all appropriate Material Safety Data Sheets (MSDS). All equipment shall be checked by Contractor's staff daily for safety. All employees must wear safety and protective gear according to OSHA standards and Federal and State regulations.

7.4.3 Contractor's employees assigned to this Agreement shall be trained and proficient in the use of the CMMS.

7.5 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints, which

may be received regarding the Contractor's performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

8.0 CONTRACTOR'S WORK REQUIREMENTS

8.1 Point of Connection

The Point of Connection is the point at which the utility (electricity and/or water) lines or connection meets the machine or specific components of the equipment. The Contractor is responsible for maintenance and repairs of all laundry equipment beginning at the Point of Connection and includes the actual connections.

8.2 Preventative Maintenance Plan and Schedule

Contractor shall develop a preventative maintenance plan for all the mechanical equipment detailing the procedures staff will use for the following equipment components:

1. Belt Drive and Chains
2. Electric Motors
3. Hydraulic Systems
4. Pneumatic Systems
5. Electrical Systems
6. Electronic Systems
7. Water Systems (Monitor for hardness, iron, PPM and PH)
8. Steam Systems
9. Chemical Systems (Hazardous Materials)
10. Safety Systems

11. Gas Systems (Adjust pressure of gas lines and check for gas leaks)

12. Monorail systems

8.2.1 Contractor's maintenance of the various types of equipment shall be based upon frequency of operation and on manufacturer's recommended maintenance schedule. Each laundry machine is equipped with a clock, which indicates the number of hours it has been in operation. Contractor 's staff will inspect each machine daily, read the time registered, and enter the information into the CMMS. When a machine approaches its maintenance threshold, CMMS produces a work order for maintenance. In addition, CMMS will produce work orders for equipment manufacturer's recommended monthly, quarterly and annual maintenance schedule for the various equipment and components. Once these work order are produced, Contractor's employees shall perform appropriate maintenance and inspection within three (3) to five (5) days.

8.2.2 Contractor shall provide maintenance for all tanks, measuring electronic devices and containment areas.

8.2.3 Contractor's employees providing preventative maintenance for equipment as specified above in Subsections 8.2.1 and 8.2.2 shall be factory trained and certified by all appropriate equipment manufacturers.

8.2.4 Contractor shall provide Certified Welders.

8.3 Equipment Repair

8.3.1 Upon one (1) hour notification by the County Project Manager, and at no additional cost to County, Contractor shall repair any County-owned laundry equipment twenty-four (24) hours a day, seven (7) days a week at any County laundry facility, including SBI.

8.3.2 Contractor shall overhaul and repair any piece of equipment located at any County laundry facility.

8.3.3 Contractor shall fabricate parts and accessory items on-site.

8.4 Engineering

8.4.1 Contractor shall provide alternate engineering changes to existing equipment and systems.

8.4.2 Contractor shall make recommendations to modify the laundry plant to increase life of existing equipment.

8.4.3 Contractor shall provide engineering for complete machine overhaul to Program Logic Controllers (PLCs), electrical, pneumatic, water and steam system design to improve machine production and reduce incidents of mechanical down time.

8.5 Production Assistance

8.5.1 Contractor shall be at laundry operation work site at 4:30 a.m. Monday through Friday, including County-recognized holidays to turn on all machines for warm-up. Contractor shall remain after normal laundry operations are completed in order to inspect and turn off the equipment.

8.5.2 Contractor shall assist County employees with developing and inputting into the CMMS formulas for washing and drying the various types of laundry, including those with Title 22, California Code of Regulations Health Facilities and Referral Agencies requirements.

8.6 Electronics

8.6.1 Contractor shall provide high-end technical assistance and programming of equipment.

8.6.2 Contractor shall test and repair all laundry equipment electronic components.

8.6.3 Contractor shall program processors for production changes.

8.6.4 Contractor shall reprogram processors when down.

8.7 Painting

Contractor shall keep all equipment painted and clean.

8.8 Procuring and Managing Equipment Parts

8.8.1 Contractor shall make recommendations to the County Project Manager regarding the procurement of parts and equipment specifications needed to replace Original Equipment Manufacturer (OEM) parts.

8.8.2 In order to maintain accurate inventory of equipment parts and consumables, Contractor must complete a form indicating what items were taken from the parts storeroom. In addition, Contractor will submit to the County Project Manager all completed Work Order Reports, which will document any problems, corrective measures taken, and equipment parts replaced and/or repaired.

8.9 Computer Software and Hardware

8.9.1 Contractor shall purchase the Datastream System, MP2 Professional, V.5. Access Edition software to enable Contractor to access the Sheriff's Computerized Maintenance Management System (CMMS) application.

8.9.2 Contractor must be able to access and input information to the Work Order, Predictive/Preventive and Reporting modules that are part of the CMMS.

8.9.3 Contractor shall operate other CMMS modules as deemed necessary by the County Project Manager.

8.9.4 Contractor shall provide hardware equipment to enable Contractor's staff to access information from the CMMS.

8.10 Work Order and Predictive/Preventive Modules

Contractor shall maintain files of Work Orders and Predictive/Preventive maintenance requests, which will be produced by the CMMS when the equipment reaches the threshold number of hours, or when monthly, quarterly and annual preventative maintenance becomes due. These files shall be submitted to the County Project Manager on a quarterly basis, or upon request.

8.10.1 The Work Order module will do the following:

1. Produce Work Orders

2. Track all Work Orders

8.10.2 The Predictive/Preventive Work Order module will do the following:

1. Produce predictive/preventive maintenance requests

2. Track equipment downtime

9.0 REPORTING REQUIREMENTS

Contractor shall submit monthly status reports based on information obtained from the Work Order module and the Predictive/Preventative Work Order Modules to the County project manager within five (5) days after the end of the reporting period. Such reports shall include, but not be limited to the following:

9.1 Engineering Report

9.2 Detail and Summary Report of Activity

9.3 Cost of Work Order

9.4 Machine Detail Report

10.0 TRANSITION PERIOD

In order to ensure continuous laundry equipment maintenance and repair services, Contractor shall work concurrently under this Agreement with previous contractor for a period of time not to exceed thirty (30) days. County, Contractor and previous contractor shall coordinate scheduled maintenance and repair schedules. During this period, Contractor shall make necessary adjustments, changes and revisions to procedures, schedules and reporting systems.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS), Attachment 4 to this Statement of Work, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement, the SOW, and the PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

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

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.

- Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the

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

This section does not preclude the County's right to terminate the Agreement upon ten (10) days written notice with or without cause, as provided for in Appendix A (Sample Agreement), Exhibit A, (Additional Terms and Conditions) Paragraph 6.0 (Termination for Convenience).

ATTACHMENT 1

LIST OF
LAUNDRY EQUIPMENT AT SHERIFF'S
DEPARTMENT'S FACILITIES

LAUNDRY EQUIPMENT AT SHERIFF'S FACILITIES

LOCATION: Pitchess Detention Center (PDC)
29350 The Old Road
Castaic, California 91384

QUANTITY	DESCRIPTION	MAKE	MODEL
3	Air Compressor and Ancillary Equip.	N/A	N/A
4	Soil Sort Conveyors & Platforms	Ekola	N/A
25	Weight Stations – Scales	Ekola	Spielman
1 lot	Sling Storage Monorail	Ekola	N/A
3	Control Boxes for Pneumatic Systems	Ekola	N/A
3	Tunnel Washer (Archimedia) Soiled Loading	N/A	Hoppers
4	Washer Extractors, 600 lbs.	Milnor	N/A
3	Washer Extractors, 450 lbs.	Milnor	N/A
2	Washer Extractors, 75 lbs.	Milnor	N/A
1	Cart Washer	McClure	Saniwash
3	Tunnel Washers (Archimedia)	Senking	P19-12
3	Extractors	Senking	SEP-50
3	Shuttle Conveyors - 5 stop control	N/A	N/A
9	Tumble Dryers	N/A	N/A
5	Dryers, 400 lbs.	Challenge	N/A
3	Dryers, 100 lbs., gas-fired	American	#125
1 lot	Sling Storage Monorail (Clean)	Ekola	Twin Cities
1 lot	Storage Monorail	Ekola	N/A
4	Flatwork Ironers	Central	N/A
4	Folder/Crossfolder	Central	#1213
1 lot	Cart Loading Station/Hoist	Ekola	N/A
2	Utility Laundry Legger Press	N/A	#513T
2	Utility Laundry Mushroom Press	Ajax	#1021A

QUANTITY	DESCRIPTION	MAKE	MODEL
1 lot	Sling Storage Monorail	N/A	N/A
2	Chemical Injection Systems	N/A	N/A
1	Waste Heat Recovery System	T.E.A.	N/A
1	Chemical Storage and Supply System	N/A	N/A
7	Computer Input Terminals	N/A	N/A
3	Tunnel Washer Control Computers and Programmable Logic Control (PLC) Units	Senking	N/A

LAUNDRY EQUIPMENT AT SHERIFF'S FACILITIES

LOCATION: Twin Towers Correctional Facility
450 Bauchet Street
Los Angeles, California 90012

QUANTITY	DESCRIPTION	MAKE	MODEL
1	Washer	Wascomat	#50
1	Dryer	Cissell	#75

LAUNDRY EQUIPMENT AT SHERIFF'S FACILITIES

LOCATION: Sybil Brand Institute
4500 East City Terrace Drive
Los Angeles, California 90063

QUANTITY	DESCRIPTION	MAKE
5	Steam Dryers, 100 lbs.	N/A
1	Washer, 200 lbs.	Braun
1	Washer, 200 lbs.	Arnold
1	Washer, 125 lbs.	Washex
1	Washer, 55 lbs.	Milnor
1	Press Legger	Troy
1	Press Legger	American
1	Hand Ironer	Bishop
2	Lint Collectors	T.E.A.
1	Chemical Injection System	N/A

ATTACHMENT 2

CALIFORNIA CODE OF REGULATIONS

TITLE 15

MINIMUM STANDARDS FOR LOCAL DETENTION FACILITIES

TITLE 15 - CRIME PREVENTION AND CORRECTIONS - DIVISION I

Minimum Standards for Local Detention Facilities
Article 12. Inmate Clothing and Personal Hygiene

1260. Standard Institutional Clothing

The standard issue of climatically suitable clothing to inmates held after arraignment in all but court holding, temporary holding and Type IV facilities shall include, but not be limited to:

(a) clean socks and footwear;
(b) clean outergarments; and,
(c) clean undergarments;

(1) for males -- shorts and undershirt, and,
(2) for females -- bra and two pairs of panties.

The inmates' personal undergarments and footwear may be substituted for the institutional undergarments and footwear specified in this regulation. This option notwithstanding, the facility has the primary responsibility to provide the personal undergarments and footwear.

Clothing shall be reasonably fitted, durable, easily laundered and repaired.

Guideline: At the discretion of the facility administrator, inmates may be allowed to wear their own clothing as long as the clothing is clean and appropriate. Whether clothing is the inmate's own or standard issue, it should be easily recognizable as jail clothing, to distinguish inmates from staff and visitors. Clothing should be in keeping with the norms of the community and may be constructed of inexpensive but serviceable materials, easily washed and dried and adequate for seasonal comfort, health and protection. The facility manager has the primary responsibility to provide personal undergarments and footwear, and cannot compel the inmate to supply such items. Where personal clothing is allowed, the manager will face the problem of providing resources to allow the clothing to be properly laundered on a regularly scheduled basis, and should orient the inmates to that policy and procedure.

Clothing issue, if it is the facility's policy to issue clothing, must occur at the time of booking, after arraignment, or when it becomes apparent that an inmate will remain in the facility for more than 96 hours excluding holidays. Most typically, inmates are issued clothing following booking or after arraignment. The standard issue of institutional clothing includes two pairs of panties for female inmates. While this may pose a logistical problem for some large jails, it has been deemed important for health and sanitation reasons.

Sandals or sneakers are practical footwear and they are inexpensive and washable. Inmates working specialized jobs in or outside the facility should wear shoes or boots appropriate for their work assignment. Shoes or boots issued to inmates must be cleaned, or minimally receive a thorough dusting with foot powder or some type of fungicide, between uses. Facility managers may wish to consult with their health authority regarding methods of sanitizing footwear.

In facilities that do not regularly issue institutional clothing, there should be a plan to provide emergency clothing to inmates who need them. Examples of circumstances that might necessitate issuing emergency clothing include: vermin infested clothing taken from an arrestee coming into the facility; destroyed or badly soiled clothing; or inappropriate clothing (e.g., a bathing suit, etc.).

NOTE: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

TITLE 15 - CRIME PREVENTION AND CORRECTIONS - DIVISION I

Minimum Standards for Local Detention Facilities
Article 12. Inmate Clothing and Personal Hygiene

1261. Special Clothing

Provision shall be made to issue suitable additional clothing essential for inmates to perform such special work assignments as food service, medical, farm, sanitation, mechanical, and other specified work.

NOTE: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

Guideline: Specialized clothing or personal protective clothing (e.g., gloves, shoes or boots) is frequently required for inmates performing work assignments in, around, or outside a facility. In certain work assignments, specialized clothing is considered essential to provide for the inmate's safety and security, as well as the inmate's hygiene and facility's sanitation. Special clothing must be suited to the type of work and climatic conditions that exist at the work place. A written plan for providing special or safety clothing should be developed. Knowingly assigning inmates to jobs that expose them to some risk without the necessary clothing, equipment or training unnecessarily exposes the facility to liability and does not adequately protect the inmate.

NOTE: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

TITLE 15 - CRIME PREVENTION AND CORRECTIONS - DIVISION I

Minimum Standards for Local Detention Facilities
Article 12. Inmate Clothing and Personal Hygiene

1262. Clothing Exchange

There shall be written policies and procedures developed by the facility administrator for the scheduled exchange of clean clothing. Unless work, climatic conditions, illness, or California Uniform Retail Food Facilities Law, necessitates more frequent exchange, outergarments, except footwear, shall be exchanged at least once each week. Undergarments and socks shall be exchanged twice each week.

Guideline: All clothing must be issued clean, freshly laundered, in good repair and free of vermin. Pants, shirts, etc. must be exchanged at least once a week; with undergarments and socks exchanged at least twice each week. More frequent exchanges may be necessary depending on work, climatic conditions, illness, or **CURFFL (HSC Section 114020)**. Facility managers should consider discarding undergarments when they become heavily stained due to the effect it might have on morale. Managers have reported that inmates have refused to wear stained undergarments, although clean, due to their disturbing appearance.

Where inmates are permitted to wear their own clothing, there must be policy and procedures for laundering and/or repairing those clothes on a regular and as needed basis.

The question of whether or not to operate a laundry in the facility is addressed in the facility's planning and design phase and is subject to the needs assessment and program statement required by **Title 24, Sections 13-102 (c) 2 and 3**. It may be more economical to use a private vendor or another nearby institutional laundry; however, if the administration plans to operate or add a laundry, space must be allocated for the following:

1. soiled clothing storage;
2. washer, extractor, dryer;
3. clean laundry storage; and,
4. laundry supplies (soaps, bleaches, etc.) storage.

All of these basic elements are essential regardless of the size of the laundry. In addition, attention must be paid to the movement of clean and soiled laundry through the facility. Failure to take into consideration the movement and storage of laundry, as well as the location of the laundry itself, can severely impact facility operations. This may be a special problem in high-rise facilities as it increases demand for elevator usage.

Dry cleaning equipment or a contract with a qualified private vendor may be considered to clean inmate's personal clothing before it is stored and/or to clean blankets and other non-washable items. The decision to do dry cleaning is optional for detention facilities and carries with it other considerations and issues.

NOTE: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

TITLE 15 - CRIME PREVENTION AND CORRECTIONS - DIVISION I

Minimum Standards for Local Detention Facilities
Article 12. Inmate Clothing and Personal Hygiene

1263. Clothing Supply

There shall be a quantity of clothing, bedding, and linen available for actual and replacement needs of the inmate population.

Written policy and procedures shall specify special handling of laundry that is known or suspected to be contaminated with infectious material.

Guideline: There should be a regular review of the inventory of clothing to determine that there are an adequate number of items in the proper range of sizes to meet the clothing exchange requirements described in **Section 1262, Clothing Exchange**. Each facility must have a written procedure for: purchasing; handling, storage; transportation; and processing of clothing, bedding and linen. The intent is to assure that an appropriate clean supply is on hand at all times.

An adequate supply of clothing, bedding and linen will differ from one facility to another. A number of variables effect this, not the least of which is whether the facility does laundry on-site or sends it out. Handling or transportation delays might occur if clothing and linen is laundered at a remote facility; thus, a larger inventory may be necessary than if the facility does laundry on the premises. It might be more costly to do laundry on-site, given equipment, space and energy costs. These decisions can become complex, so facility administrators may want to consult with experts relative to making decisions about laundry facilities.

Laundry procedures must also take into account contamination with potentially infectious materials, such as blood, feces, wound drainage, and other substances. This might be evident as visible soiling, or it may not be apparent to the naked eye. In either case, procedures need to provide for either adequate decontamination through appropriate laundering techniques or disposal. The safety of staff and inmates must be addressed.

While it is a good idea to adopt procedures that assume contamination of all linen and clothing (analogous to applying "standard precautions" in the case of body fluids), this regulation is specifically applicable to a more narrow range of circumstances. At minimum, facilities need to address handling linens which become contaminated with large quantities of body substances (e.g., blood, amniotic fluid, etc.), as well as linens used by an inmate who has been placed in isolation for an infectious disease for which special handling of linens is recommended (e.g., Hepatitis A). The former situation is likely to occur anywhere in the facility as the result of an emergency, whereas the latter is likely to be associated with designated medical housing. In either case, all staff needs to be aware of how to handle contaminated articles.

Procedures need to include methods for the separate collection and labeling of contaminated laundry. Special laundry bags for this purpose may be purchased for convenience. Precautions to safeguard inmate workers should include protective gloves and handling methods that minimize the possibility of contact with suspected contaminated materials. While proper laundering techniques are highly effective in sanitizing contaminated linens and clothing, it is essential to assure that practices are actually carried out as specified in procedure. This would

include proper measurement of detergents and other additives, as well as assuring that cycle lengths and temperatures for hot water washing and drying are achieved. In cases where gross saturation or contamination is sufficient to justify disposal, procedures need to be in place for proper handling as medical waste. Local environmental health departments can serve as a resource to jail administrators for establishing policy and practice.

NOTE: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

TITLE 15 - CRIME PREVENTION AND CORRECTIONS - DIVISION I

Minimum Standards for Local Detention Facilities
Article 13. Bedding and Linens

1270. Standard Bedding and Linen Issue

The standard issue of clean suitable bedding and linens, for each inmate entering a living area who is expected to remain overnight, shall include, but not be limited to:

(a) one serviceable mattress which meets the requirements of Section 1272 of these regulations;
(b) one mattress cover or one sheet;
(c) one towel; and,
(d) one freshly laundered or dry cleaned blanket or more depending upon climatic conditions.

Temporary holding facilities which hold persons longer than 12 hours shall meet the requirements of (a), (b) and (d) above.

Guideline: This regulation applies to all facilities, including Type I facilities which house inmates overnight and with regard to **(a), (b), and (d)**, temporary holding facilities which hold inmates for longer than 12 hours. Please see **Title 24, Section 470A.2.2** for the requirement that cells or rooms located in temporary holding facilities be equipped with a bunk if inmates are held longer than 12 hours.

The number of blankets a facility issues will vary with the geographical location, the season of the year and the presence or absence of climate control equipment in the facility. A second sheet may be issued in addition to the required mattress cover or sheet, at the discretion of the facility manager. Providing these items may help in maintaining inmate morale.

The intent of this regulation is to provide adequate bedding for most inmates; however, managers should identify those circumstances where issuing this bedding would be contraindicated by other regulations (e.g., **Section 1219, Suicide Prevention Plan**). Numerous instances have been reported where inmates identified as suicide risks affected their own deaths by using torn bedding. Facility policies and procedures to implement the suicide prevention plan should address how bedding and linens are handled in this situation.

NOTE: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

TITLE 15 - CRIME PREVENTION AND CORRECTIONS - DIVISION I

Minimum Standards for Local Detention Facilities
Article 13. Bedding and Linens

1271. Bedding and Linen Exchange

There shall be written policies and procedures developed by the facility administrator for the scheduled exchange of freshly laundered and/or sanitized bedding and linen issued to each inmate housed. Washable items such as sheets, mattress covers, and towels shall be exchanged for clean replacement at least once each week. If a top sheet is not issued, blankets shall be laundered or dry cleaned at least once a month or more often if necessary. If a top sheet is issued, blankets shall be laundered or dry cleaned at least every three months.

Guideline: The intent of this regulation is for each inmate being housed to receive clean, freshly laundered bedding and linen, and for that bedding and linen to be exchanged regularly. Providing clean bedding is a relatively easy way to avoid management problems. Facility managers are required to provide clean blankets and bedding; however, they should identify those circumstances where issuing bedding would be contraindicated by other standards (e.g., inmates on suicide watch; **Section 1219, Suicide Prevention Plan**).

Blankets used in health care areas or by inmates who are ill, pose a health risk and should be cleaned more frequently than those used in general housing. Since communicable diseases can be transmitted via bedding and blankets, facilities have an obligation to disinfect and clean the items for the protection of both inmates and facility staff. It is advisable to check with your local health authority or public health officer to determine the best ways to disinfect bedding.

NOTE: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

ATTACHMENT 3

CALIFORNIA CODE OF REGULATIONS

TITLE 22

LICENSING OF HEALTH FACILITIES, HOME HEALTH AGENCIES, CLINICS, AND REFERRAL AGENCIES

TITLE 22. Social Security
Division 5. Licensing and Certification of Health Facilities, Home Health Agencies, Clinics, and Referral
Chapter 1. General Acute Care Hospitals
Article 8. Physical Plant
§70823. Isolation Facilities.
HISTORY

HISTORY

1. Amendment filed 6-15-89 as an emergency; operative 6-15-89 (Register 89, No. 25). A Certificate of Compliance must be transmitted to OAL within 120 days or emergency language will be repealed on 10-13-89.

2. Certificate of Compliance as to 6-15-89 order transmitted to OAL on 10-13-89 and disapproved by OAL on 11-13-89 (Register 89, No. 46).

3. Amendment refiled 11-16-89 as an emergency; operative 11-16-89 (Register 89, No. 46). A Certificate of Compliance must be transmitted to OAL within 120 days or the section will be reinstated as it existed prior to the emergency on 3-16-90.

4. Certificate of Compliance as to 11-16-89 order transmitted to OAL 3-15-90 and filed 4-16-90 (Register 90, No. 17).

§70825. Laundry Service.

§ • Note • History

(a) Laundry and linen.

(1) An adequate supply of clean linen shall be provided for at least three complete bed changes for the hospital's licensed bed capacity.

(2) There shall be written policies and procedures developed and implemented pertaining to the handling, storage, transportation and processing of linens.

(3) If the hospital operates its own laundry, such laundry shall be:

(A) Located in such relationship to other areas that steam, odors, lint and objectionable noises do not reach patient or personnel areas.

(B) Well-lighted and ventilated and adequate in size for the needs of the hospital and for the protection of employees.

(C) Maintained in a sanitary manner and kept in good repair.

(D) Not part of a storage area.

(4) Hospital linens shall be washed according to the following method:

All linens shall be washed using an effective soap or detergent and thoroughly rinsed to remove soap or detergent and soil. Linens shall be exposed to water at a minimum temperature of 71°C (160°F) for at least 24 minutes during the washing process.

(5) Separate rooms shall be maintained in the hospital for storage of clean linen and for storage of soiled linen. Linen storage rooms shall not be used for any other purpose. Storage shall not be permitted in attic spaces, corridors or plenums (air distribution chambers) of air conditioning or ventilating systems.

(6) Handwashing and toilet facilities for laundry personnel shall be provided at locations convenient to the laundry.

(7) Soiled and clean linen carts shall be so labeled and provided with covers made of washable

materials which shall be laundered or suitably cleaned daily. Linen carts used for the storage or transportation of dirty linen shall be washed before being used for the storage and transportation of clean linen.

(8) If the hospital does not maintain a laundry service, the commercial laundry utilized shall meet the standards of this section.

(b) Soiled linen.

(1) Soiled linen shall be handled, stored and processed in a safe manner that will prevent the spread of infection and will assure the maintenance of clean linen.

(2) Policies and procedures shall be developed and implemented pertaining to linen soiled with chemotherapeutic agents or radioactive substances.

(3) Soiled linen shall be sorted in a separate enclosed room by a person instructed in methods of protection from contamination. This person shall not have responsibility for immediately handling clean linen until protective attire worn in the soiled linen area is removed and hands are washed.

(4) Soiled linen shall be bagged or covered for transport.

(5) If chutes are used for transporting soiled linen, the chutes shall be maintained in a clean, sanitary state.

(c) Clean linen.

(1) Persons processing clean linen shall be dressed in clean garments at all times while on duty shall not handle soiled linen.

(2) Clean linen from a commercial laundry shall be delivered to the hospital completely wrapped and delivered to a designated clean area.

NOTE

Authority cited: Sections 208(a) and 1275, Health and Safety Code. Reference: Section 1276, Health and Safety Code.

HISTORY

1. Amendment of subsection (a) filed 10-15-85; effective thirtieth day thereafter (Register 85, No. 42).
2. Amendment filed 6-15-89 as an emergency; operative 6-15-89 (Register 89, No. 25). A Certificate of Compliance must be transmitted to OAL within 120 days or emergency language will be repealed on 10-13-89.
3. Certificate of Compliance as to 6-15-89 order transmitted to OAL on 10-13-89 and disapproved by OAL on 11-13-89 (Register 89, No. 46).
4. Amendment refiled 11-16-89 as an emergency; operative 11-16-89 (Register 89, No. 46). A Certificate of Compliance must be transmitted to OAL within 120 days or the section will be reinstated as it existed prior to the emergency on 3-16-90.
5. Certificate of Compliance as to 11-16-89 order transmitted to OAL 3-15-90 and filed 4-16-90 (Register 90, No. 17).

§70827. Housekeeping.

§ • Note • History

(a) Each hospital shall make provision for the routine cleaning of articles and surfaces such as furniture, floors, walls, ceilings, supply and exhaust grills and lighting fixtures with a detergent/disinfectant.

(b) There shall be written policies and procedures developed and implemented to include but not

be limited to the following:

(1) Cleaning of occupied patient areas, nurses' stations, work areas, halls, entrances, storage areas, rest rooms, laundry, pharmacy, offices, etc.

(2) Cleaning of specialized areas such as nursery, operating and delivery rooms.

(3) Cleaning of isolation areas.

(4) Cleaning of kitchen and associated areas.

(5) Cleaning of walls and ceilings.

(6) Terminal cleaning of patient unit upon discharge of patient.

(c) Housekeeping cleaning supplies and equipment provided.

(d) Housekeeping personnel shall maintain the interior of the hospital in a safe, clean, orderly, attractive manner free from offensive odors. One person shall be designated to be in charge of the housekeeping service.

NOTE

Authority cited: Sections 208(a) and 1275, Health and Safety Code. Reference: Section 1276, Health and Safety Code.

HISTORY

TITLE 22. Social Security
Division 5. Licensing and Certification of Health Facilities, Home Health Agencies, Clinics, and Referral
Chapter 2. Acute Psychiatric Hospital
Article 7. Physical Plant
§71623. Isolation Facilities.

At least one single bed special room shall be provided for the isolation of a single patient at a ratio of one special room for each 50 beds or major fraction thereof. At least one special room shall be provided.

§71625. Seclusion Rooms.

Where provided, seclusion rooms shall be designed and equipped to ensure the safety of the patient.

§71627. Patient Lounge.

Adequate space and equipment shall be provided for patient use for social activities.

§71629. Laundry Service.

• Note • History

(a) Laundry and linen.

(1) An adequate supply of clean linen shall be provided for at least three complete bed changes for the hospital's full bed capacity.

(2) There shall be written procedures developed and maintained pertaining to the handling, storage, transportation and processing of linens.

(3) If the hospital operates its own laundry, such laundry shall be:

(A) Located in such relationship to other areas that steam, odors, lint and objectionable noises do not reach patient or personnel areas.

(B) Well lighted and ventilated and adequate in size for the needs of the hospital and for the protection of employees.

(C) Maintained in a sanitary manner and in good repair.

(D) Not part of a storage area.

(4) Hospital linens shall be washed according to the following method:

All linens shall be washed using an effective soap or detergent and thoroughly rinsed to remove soap or detergent and soil. Linens shall be exposed to water at a minimum temperature of 71°C (160°F) for at least 24 minutes during the washing process, or a lower temperature of 60°C (140°F.) for 24 minutes may be utilized if the linens are subsequently passed through a flatwork ironer at 110-115 feet per minute at a temperature of 300°F. or a tumbler dryer at a temperature

of 180°F.

(5) Separate rooms shall be maintained in the hospital for storage of clean linen and for storage of soiled linen. Linen storage rooms shall be adequate in size for the needs of the hospital and shall not be used for any other purpose. Storage shall not be permitted in attic spaces, corridors or plenums (air distribution chambers) of air conditioning or ventilating systems.

(6) Handwashing and toilet facilities for laundry personnel shall be provided at locations convenient to the laundry.

(7) Soiled and clean linen carts shall be so labeled and provided with covers made of washable materials which shall be laundered daily or suitably cleaned daily.

(8) If the hospital does not maintain a laundry service, the commercial laundry utilized shall meet the standards of this section.

(b) Soiled linen.

(1) Laundry shall be handled, stored and processed in a manner that will prevent the spread of infection and will assure the maintenance of clean linen.

(2) Each of the following classes of laundry shall be separately transported, stored and washed:

(A) Linen from isolation rooms.

(B) All radioactive contaminated linen.

(C) Linen from pathology.

(3) Soiled linen shall be sorted in a separate enclosed room by a person instructed in methods of protection from contamination. This person shall not have responsibility for immediately handling clean linen.

(4) Soiled linen shall be stored and transported in a closed container which does not permit airborne contamination of corridors and areas occupied by patients, and precludes the cross-contamination of clean linen.

(5) If soiled linen is transported in wheeled containers such conveyances shall not be used for transporting clean linen. Carts or conveyances and their contents shall be covered during the transportation process.

(6) If chutes are used for transporting soiled linen, the chutes shall be maintained in a clean, sanitary state.

(c) Clean Linen.

(1) Clean linen shall be sorted, handled and transported in such a manner as to prevent cross-contamination.

(2) Clean linen carts shall be used only for the purpose of transportation or storage of clean linen.

(3) Persons processing clean linen shall be dressed in clean garments at all times while on duty and shall not handle soiled linen.

(4) Clean linen from a commercial laundry shall be delivered to the hospital completely wrapped and delivered to a designated clean area.

(5) Clean linen in patient care units shall be stored in clean, ventilated closets, rooms or alcoves, used for that purpose only. Corridors shall not be used for storage of linen.

(6) If clean linen is stored in the laundry area, it shall be stored in a room separate from the sorting room, laundry room or soiled linen room.

NOTE

Authority cited: Sections 208(a) and 1275, Health and Safety Code. Reference: Section 1276, Health and Safety Code.

HISTORY

1. Amendment of subsection (a) filed 10-15-85; effective thirtieth day thereafter (Register 85, No. 42).

ATTACHMENT 4

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
1. SOW Page 2 Paragraph 3.0 Quality Control Plan	Contractor must submit comprehensive Quality Control Plan to the County Project Manager, which includes written policies and procedures for licensing and training requirements for staff, inspection and maintenance of the various laundry equipment within fifteen (15) days of contract award	None	Inspection & Review	$50 per day of delay
2. SOW Page 4 Paragraphs 4.0 Quality Assurance Plan	Contractor must submit to County's Project Manager copies of equipment maintenance and inspection records, repair and emergency repair logs and records on a monthly basis.	None	Inspection & Review	$25 per day of delay

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
3. SOW Page 4 Subparagraph 4.1 Performance Evaluation Meetings	Contractor's representative must attend performance evaluation meetings with County's Project Manager on a quarterly basis.	None	Attendance	$50 per occurrence
4. SOW Page 5 Subparagraph 4.3 Discrepancy Reports	Contractor must respond to written discrepancy report prepared by County and if needed, submit plan to correct deficiency within the time specified	None	Observation & Inspection	$50 per day after time specified
5. SOW Page 5 Subparagraph 5.1.1 Preventative Maintenance and Repair Services	Contractor must provide preventative maintenance and repair services between 4:30 a.m. and 10:30 p.m. Mondays through Fridays, including holidays, one Saturday a month and on weekends, as needed.	None	Observation	$100 per day in which Contractor does not have staff on site during the specified times

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
6. SOW Page 7 Subparagraph 5.4 Emergency Repair Services	Contractor must provide emergency repair services on a twenty-four (24) hours, seven (7) days a week basis and must respond to emergency repair requests within one (1) hour of notification by County.	None	Observation	$50 per hour of delay
7. SOW Page 10 Subparagraph 7.1 Standards	Contractor must meet all requirements of the California Code of Regulations, Title 22, Health Facilities and Referral Agencies and Title 15, Standards for Detention Facilities, for laundering, sanitation, and handling of inmate clothing, bedding and linens.	None	Observation and Inspection	$100 per occurrence
8. SOW Page 10 Subparagraph 7.2 Contractor Personnel	Contractor must provide adequate number of qualified and trained technical and management staff to provide all services required by County.	None	Review of Contractor staff certification, observation & inspection	$1,000 per day of delay/disruption to laundry services due to unavailability of Contractor staff to maintain/repair equipment

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
9. SOW Page 11 Subparagraph 7.3 Contractor Furnished Items	Contractor must provide any and all tools, machines and related supplies necessary for maintaining and repairing the various laundry equipment, and must ensure that such items furnished are in good working order.	None	Observation & inspection	$1,000 per day of delay/disruption due to Contractor's inability to maintain/repair equipment
10. SOW Page 11 Subparagraph 7.3 Employee Uniform	Contractor employees assigned to provide work under this Agreement must wear appropriate uniform at all times.	None	Observation	$25 per occurrence
11. SOW Page 11 Subparagraph 7.4 Computer Hardware and Software	Contractor must provide staff with computer hardware and software required to utilize Datastream MP2 Computerized Maintenance Management System (CMMS), and ensure that employees assigned to provide services under Agreement are trained and proficient in the use of CMMS.	None	Observation	$50 per occurrence for any delay due to unavailability of hardware or software

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
12. SOW Page 12 Subparagraph 8.2 Preventative Maintenance Plan and Schedule	Contractor must provide maintenance services based on equipment usage and on manufacturer's recommended maintenance schedule.	None	Review work orders, manufacturer recommendation and inspection	$100 per day late
14. SOW Page 14 Subparagraph 8.5 Production Assistance	Contractor must turn on all laundry equipment at 4:30 a.m. and turn off and inspect all equipment between 10:00 p.m. – 10:30 p.m.	None	Observation	$50 per occurrence of equipment not turned on or turned off

EXHIBIT C

PRICE SCHEDULE

EXHIBIT C1
PRICE SCHEDULE

Contractor shall be paid for the Term of this Agreement, including all Option Terms according to the following Price Schedule. All prices shall remain fixed for the duration of the Agreement.

BASE TERM

Pitchess Detention Center (PDC)

Year 1		Year 2		Year 3			
Monthly	$58,329.00	Monthly	$60,370.00	Monthly	$63,389.00		
Annual	$699,948.00	Annual	$724,440.00	Annual	$760,668.00	TOTAL	$2,185,056.00

Twin Towers Custodial Facility (TTCF)

Year 1		Year 2		Year 3			
Monthly	$750.00	Monthly	$775.00	Monthly	$810.00		
Annual	$9,000.00	Annual	$9,300.00	Annual	$9,720.00	TOTAL	$28,020.00

Sybil Brand Institute (SBI)

Year 1		Year 2		Year 3			
Monthly	$1,500.00	Monthly	$1,550.00	Monthly	$1,625.00		
Annual	$18,000.00	Annual	$18,600.00	Annual	$19,500.00	TOTAL	$56,100.00

SUBTOTAL BASE TERM $2,269,176.00

OPTION TERM

Pitchess Detention Center (PDC)

Option Year 1		Option Year 2		6 Months			
Monthly	$66,550.00	Monthly	$69,875.00	Monthly	$69,875.00		
Annual	$798,600.00	Annual	$838,500.00	Total	$419,250.00	TOTAL	$2,056,350.00

Twin Towers Custodial Facility (TTCF)

Option Year 1		Option Year 2		6 Months			
Monthly	$850.00	Monthly	$890.00	Monthly	$890.00		
Annual	$10,200.00	Annual	$10,680.00	Total	$5,340.00		$26,220.00

Sybil Brand Institute (SBI)

Option Year 1		Option Year 2		6 Months			
Monthly	$1,700.00	Monthly	$1,785.00	Monthly	$1,785.00		
Annual	$20,400.00	Annual	$21,420.00	Total	$10,710.00	TOTAL	$52,530.00

SUBTOTAL OPTION TERM $2,135,100.00

TOTAL PRICE BASE AND OPTION TERMS $4,404,276.00

+ ALLOWANCE FOR OFF-HOUR REPAIR AND MAINTENANCE $1,100,000.00

TOTAL MAXIMUM AGREEMENT COST $5,504,276.00

EXHIBIT C2

AFTER HOURS RATE OF PAY AND BILLING RATE

Contractor is required to be on-site between 4:30 a.m. and 10:30 p.m., Mondays through Fridays, on one Saturday a month and on weekends, as needed. For any other time when Contractor's services are required, Contractor shall be paid the after hour rates specified below.

CLASSIFICATION	AFTER HOURS RATE OF PAY	AFTER HOURS BILLING RATE
Technical Manager	$52.00/hr.	$78.00/hr
Technician/Laundry Engineer	$44.00/hr.	$66.00/hr.

EXHIBIT D

CONTRACTOR EMPLOYEE WORK SCHEDULE

CONTRACTOR EMPLOYEE WORK SCHEDULE

WORK SCHEDULE (Monday through Friday)

Pitchess Detention Center

Time	Assigned Staff
4:30 a.m. – 1:00 p.m.	Frank Gayton Adam Vidana
6:00 a.m. – 2:30 p.m.	Jose Mora
8:00 a.m. – 4:30 p.m.	Dave Herman
2:00 p.m. – 10:30 p.m.	Dominador Solis David Valle

Twin Towers Correctional Facility

Emergency repairs performed on-call by assigned staff listed above.
Preventative maintenance performed as scheduled.

Sybil Brand Institute

Emergency repairs performed on-call by assigned staff listed above.
Preventative maintenance performed as scheduled.

CONTRACTOR STAFFING PLAN

Management

Manager (1)	Todd Hyrn
Supervisor (2)	Jose Mora Dave Herman

Technical Staff

Technicians/Laundry Engineers (5)	Dave Herman Frank Gayton Adam Vidana David Valle Dominador Solis

Data Entry

Data Entry Clerk (1)	As-needed

Contractor staff area of training/expertise

Electronics	Todd Hyrn Jose Mora Dave Herman
Mechanical	Todd Hyrn Jose Mora Dave Herman Frank Gayton Adam Vidana David Valle Dominador Solis
Boiler Room	Dave Herman
Welding	Todd Hyrn Jose Mora Dave Herman Dominador Solis

Hazardous Material	Jose Mora Dave Herman David Valle Dominador Solis
CMMS Software	Todd Hyrn Jose Mora

Prepared by Todd Hyrn

EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

WESTERN STATE DESIGN INC.
Contractor Name

25616 NICKEL PLACE HAYWARD, CA 94545
Address

94-2602158
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 ☐

TODD M. HYRN DIRECTOR OF PARTS AND SERVICE
Authorized Official's Printed Name and Title

Todd M Hyrn
Authorized Official's Signature

11/30/05
Date

EXHIBIT F1

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT F2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

AGREEMENT FOR
LAUNDRY EQUIPMENT MAINTENANCE SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

_____
CONTRACTOR NAME

Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Agreement No. _____

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 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, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

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

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: ____/____/____

PRINTED NAME: _____

POSITION: _____

AGREEMENT FOR
LAUNDRY EQUIPMENT MAINTENANCE SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

_____
CONTRACTOR NAME

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 and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Agreement 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 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, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

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

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: _____/_____/_____

PRINTED NAME: _____