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

LEROY D. BACA, SHERIFF

October 7, 2008

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

Dear Supervisors:

APPROVAL OF AGREEMENT WITH CUSA CC LLC, DBA COACH AMERICA LOS ANGELES, FOR VISITOR BUS TRANSPORTATION SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is requesting approval of an Agreement with CUSA CC LLC, dba Coach America Los Angeles, to provide visitor bus transportation services for persons visiting inmates at the various custody facilities located within the Peter J. Pitchess Detention Center (PDC) on weekends and on designated holidays.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board of Supervisors to sign the attached Agreement with CUSA CC LLC, dba Coach America Los Angeles (Coach America), for visitor bus transportation services for the Department. With your Board's approval, the Agreement shall become effective on November 14, 2008, and shall continue for an initial term of three (3) years with options to extend for two (2) additional one-year periods and thereafter for six (6) months in any increment. The estimated maximum annual cost will not exceed the fiscal year operating budget. The Fiscal Year 2008-09 budget for these services is $450,000.

2. Authorize the Sheriff, or his designee, to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise

changed; and to modify the Agreement within the conditions specified in the Agreement, with prior approval of County Counsel, including authority for the Sheriff to exercise the above extension provisions if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to establish an Agreement with Coach America to provide the Department with visitor bus transportation services that will include providing and maintaining the necessary buses and/or other vehicles as appropriate; transporting visitors to and from the various custodial facilities in the PDC complex; and providing qualified drivers, mechanics, and all other support personnel required to maintain the vehicles and provide reports and other information, as needed by the Department.

Implementation of Strategic Plan Goals

The recommended services support the County's Strategic Plan Goal 1, Service Excellence, by providing an efficient means to transport visitors to the inmates' custodial facility while maintaining security at PDC.

FISCAL IMPACT/FINANCING

The Department has identified funding in the amount of $450,000 in the Fiscal Year 2008-09 operating budget. The Department will continue to allocate funds required to continue these services throughout the duration of this Agreement.

The total amount paid under this Agreement will depend on the services needed by the Department. Payment for work is based on the fixed daily rate of $752 per bus with an average of four (4) buses used on each weekend day and designated County holidays. The fixed daily rate will remain constant throughout the term of this Agreement. When applicable, the contractor will be reimbursed for the cost of fuel above the base fuel price based on a calculation of miles per gallon and the actual miles driven to provide services. The estimated maximum annual cost will not exceed the fiscal year operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, there is an active Agreement with Coach America that was approved by your Board on October 19, 2004, and will expire on November 13, 2008. PDC continues to require the services of Coach America to transport visitors to and from the various custodial facilities in the complex.

The contractor will maintain current required business licenses, including a valid Transportation Charter Party Permit issued by the California Public Utilities Commission.

The contractor is not a certified Small Business and did not request the Transitional Job Opportunities Preference Program.

The Agreement was determined to be a Non-Proposition A agreement because the service cannot be performed adequately, competently, or satisfactorily by civil service employees. The services are only needed on a part-time or intermittent basis. Therefore, the Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Agreement.

The contractor will be required to comply with all Board, Chief Executive Office, and County Counsel requirements.

The Agreement has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On July 29, 2008, the Department issued an Invitation for Bid (IFB) for visitor bus transportation services. The IFB solicitation was posted on the Los Angeles County Website and the Department's Website with a closing date of August 29, 2008. The IFB was mailed to 16 bus companies, and the Department received 1 bid on or before August 29, 2008, from Coach America, who met the minimum requirements and was determined to be qualified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this Agreement will allow the Department to continue to perform uninterrupted visitor bus transportation services. The nature and continuity of visitor bus transportation would be compromised if the services were not continued.

CONCLUSION

Upon approval and execution of the Agreement by your Board, please return two (2) adopted copies of this Board letter and Agreement to the Department's Contracts Unit for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

AGREEMENT

FOR

VISITOR BUS TRANSPORTATION SERVICES

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

COACH AMERICA

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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RECITALS

THIS AGREEMENT is entered into as of November 14, 2008, by and between the County of Los Angeles ("County") and CUSA CC LLC, a corporation organized under the laws of Delaware, dba Coach America Los Angeles ("Contractor") located at Long Beach, California, to provide Visitor Bus Transportation Services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department desires to provide Visitor Bus Transportation Services for persons visiting inmates housed at the Department's Peter J. Pitchess Detention Center (PDC) on weekends and selected County-recognized holidays;

WHEREAS, the Department does not have the necessary staff and vehicles to provide these services;

WHEREAS, the Department may contract with private businesses for Visitor Bus Transportation Services when certain requirements are met;

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such Visitor Bus Transportation 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. 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 tasks, deliverables, 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 B – Statement of Work

1.2.3. Exhibit C – Price Sheet

1.2.4. Exhibit D – Contractor's EEO Certification

1.2.5. Exhibit E1– Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit E2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.2.6 Exhibit F - Performance Requirements Summary (PRS) Chart

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. 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 Paragraph 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 (Change Orders and Amendments)

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

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

2.7 "Contractor Project Manager" has the meaning set forth in Paragraph 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 Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).

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

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

2.13 Intentionally Omitted.

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" has the meaning set forth in the Recitals.

2.17 "Fuel, Base Price" has the meaning set forth in Appendix D, Exhibit 12, Price Sheet.

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

2.19 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

2.20 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).

2.21 "Jury Service Program" has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.22 "Maximum Agreement Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).

2.23 "Option Term" has the meaning set forth in Paragraph 7 (Term).

2.24 Intentionally omitted.

2.25 Intentionally omitted.

2.26 Intentionally Omitted.

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

2.28 "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.

2.29 Intentionally omitted.

2.30 "Task" means one or more sub-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.

2.31 "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.

2.32 "Term" has the meaning set forth in Paragraph 7 (Term).

2.33 "Work" means any and all tasks, 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. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

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

Operations Lieutenant
Pitchess Detention Center – South Facility
29330 The Old Road
Castaic, California 91384
(661) 295-8824

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 (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 person that holds the following title:

Operations Sergeant
Pitchess Detention Center – South Facility
29330 The Old Road
Castaic, California 91384
(661) 295-8829

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 County Project Manager, such notice, report, or other delivery shall be made to 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 given to such person by County.

3.2.4 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 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 Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are

enumerated in Paragraph 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 Paragraph 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. 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:

Karyn Pfening, Assistant General Manager
CUSA CC LLC, dba Coach America Los Angeles
3333 East 69th Street
Long Beach, California 90805
(562) 634-7969 or (805) 485-6738
Fax: (562) 634-5818

4.1.2 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 County Project Manager at least quarterly, 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:

Dennis Miranda, Dispatch Supervisor
CUSA CC LLC, dba Coach America Los Angeles
498 Lambert Street
Oxnard, California 93030
(805) 485-6738
Fax: (805) 981-1852

4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement, and shall be responsible for all requirements listed in the Statement of Work.

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

4.3.3 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.

4.3.4 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.

4.3.6 Contractor shall ensure that all its employees providing services under this Agreement, including drivers and substitute drivers undergo security screening procedures as required by County, prior to beginning work under this Agreement. Contractor's employees that do not pass the security screening will not be allowed to provide any services under this Agreement. Contractor personnel shall be subject to quarterly screening

procedures, including, but not limited to driver's and criminal history checks.

5. WORK; APPROVAL AND ACCEPTANCE

General

Contractor acknowledges that, subject to this Paragraph 5 (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 (Work; Approval and Acceptance), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments).

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

6.1.3 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.

7. 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 prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to two additional one (1) year periods, (an "Option Term") plus 6 months, for a total Agreement term of five (5) years and 6 months. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written notice by the Sheriff or the Sheriff's designee.

8. 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. 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.

8.2 Maximum Agreement Sum

The "Maximum Agreement 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, including all extension periods. The County shall in no event, expressly or by implication, exceed the Agreement Sum allocated in the Fiscal Year's budget. All payments under this Agreement shall be in accordance with Exhibit C, Price Sheet.

9. 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. INVOICES AND PAYMENTS

10.1 General

Contractor shall be paid monthly in arrears. Contractor invoice shall be submitted to County by the 15th calendar day of the month following the billing period. Invoicing for fuel reimbursement shall be submitted within fifteen (15) calendar days of the end of the previous quarter. County shall submit payment to Contractor within thirty (30) days after correct invoice has been approved for payment by the County Project Manager or designee.

10.2 Approval of Invoices

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

Contractor shall mail an original and submit one copy, by mail, facsimile or electronic mail transmission, of the invoice for payment for services to the following addresses:

ORIGINAL: Los Angeles County Sheriff's Department
Pitchess Detention Center – South Facility
29330 The Old Road
Castaic, CA 91384
Attention: Operations Sergeant

COPY: Los Angeles County Sheriff's Department
Fiscal Administration
4700 Ramona Boulevard, 3rd Floor
Monterey Park, CA 91754-2169
Attention: Joyce De La Merced

10.3 Detail

The Tasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Price Sheet) for which payment is claimed and the amount of payment therefore.

Each invoice submitted by Contractor shall include but not be limited to:

- Agreement Number
- Invoice Number
- Date(s) of Service
- Number of Buses and type
- Extent the buses were used, i.e.; full-day, half-day or extra hours

Invoices for fuel reimbursement shall be submitted to the County within fifteen (15) calendar days of the month following the end of the quarter. Invoices for fuel reimbursement shall include but not be limited to all of the above and the following:

- Department of Energy's (DOE) weekly fuel price index
- Calculation for quarterly average fuel cost
- Calculation and supporting documents for the amount being invoiced

10.4 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.

10.5 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.

10.6 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

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. 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 Agreement 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 Exhibit F to Appendix A (Agreement) 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. 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
4700 Ramona Boulevard, Suite 214
Monterey Park, CA 91754-2169
Attention: William Dibble, Contracts Unit

with a copy to:

(2) Los Angeles County Sheriff's Department
Peter J. Pitchess Detention Center – South Facility
29330 The Old Road
Castaic, CA 91384-2905
Attention: Operations Lieutenant

To Contractor: CUSA CC LLC dba Coach America Los Angeles
Attention: Darlene Cochran, Vice President/General Manager
3333 East 69th Street
Long Beach, California 90805
(562) 634-7969
Fax: (562) 434-5818

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. 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. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1. (Agreement and Interpretation), 2. (Definitions), 8. (Prices and Fees), 10. (Invoices and Payments), 12. (Notices), 13. (Arm's Length Negotiations), 14. Survival and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
CUSA CC LLC dba Coach America Los Angeles

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair 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 November 14, 2008, approved by such Board.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

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

By _____
Deputy

CUSA CC LLC
dba Coach America Los Angeles
Contractor
Signed: Darlene Cochran
Printed: Darlene Cochran
Title: Vice President / General Manager

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

By Michele Jackson
Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

VISITOR BUS TRANSPORTATION SERVICES

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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

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. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

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, which 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

3.1.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Contract (Exhibit E1 to Appendix A, 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.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment,

County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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 (Re-solicitation 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 non-complying 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 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:

Karen Anderson, 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) Professional liability insurance covering any liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, agents, or employees with limits of not less than $1,000,000 per occurrence and $1,000,000 aggregate.

Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of the Agreement.

(iii) Comprehensive 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 five million dollars ($5,000,000) per accident.

(iv) 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.

(v) 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 during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, the Contractor shall continue to provide all of the services 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 the 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 the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

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

17.4 If there is evidence that the Contractor may be subject to debarment, the Sheriff's Department will notify 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 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. 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.

18.0 COMPLIANCE WITH APPLICABLE LAW

18.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this 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, directives and policies and procedures following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines, directives and policies and procedures.

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its

officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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 GAINPROGRAM 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 Paragraph 34.0 shall not relieve Contractor of its obligations 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. You can obtain copies of the Notice by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

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 Paragraph 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 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 Paragraph 40.1 of this Exhibit.

40.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of 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.

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 Mona Whittouck, 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. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

The Contractor and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which meet the definition of "Trade Secret" in California Evidence Code Section 1061 and are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

53.0 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.

54.0 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.

55.0 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.

56.0 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.

57.0 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

VISITOR BUS
TRANSPORTATION SERVICES

VISITOR BUS TRANSPORTATION SERVICES

STATEMENT OF WORK

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EXHIBIT B
STATEMENT OF WORK

VISITOR BUS TRANSPORTATION SERVICES

1. SCOPE OF WORK

CONTRACTOR shall provide bus transportation services for persons visiting inmates at the various custody facilities located within the Peter J. Pitchess Detention Center (PDC). Services shall include, but not be limited to, providing and maintaining the necessary buses and/or other vehicles as appropriate; transporting visitors to and from the various custodial facilities in the PDC complex; providing qualified drivers, mechanics, and all other support personnel required to maintain the vehicles; and providing reports and other information, as needed by the COUNTY.

2. FACILITIES

PDC is comprised of four (4) separate custodial facilities. These facilities are accessible only by a COUNTY-owned and maintained road that is not open to the general public. Upon arriving at PDC, visitors must first register and check-in at PDC's Dr. Elmer T. Jaffee Visitor Center before boarding CONTRACTOR buses for transport to the following custodial facilities located within PDC:

Pitchess - North Facility
29320 The Old Road
Castaic, California 91384-2905

Pitchess – East Facility
29310 The Old Road
Castaic, California 91384-2905

Pitchess – South Facility
29330 The Old Road
Castaic, California 91384-2905

North County Correctional Facility
29340 The Old Road
Castaic, California 91384-2905

The North County Correctional Facility, East Facility and South Facility are along the same route, while the North facility is located in a different direction from the other three facilities.

3. VISITOR REGISTRATION/CHECK-IN

PDC allows visitors on weekends and select holidays, as specified in Section 9 of this Statement of Work. Visits to inmates are limited to one (1) hour on weekends (either two 30-minute visits on Saturday and/or Sunday, or one 60-minute visit on either of the two days) and one (1) hour on holidays. There is no age limit for visitors, which often include young children and infants.

Sheriff's Department personnel are responsible for the visitor registration process. Registration at the Visitor Center begins at 8:00 a.m. Those arriving prior to 8:00 a.m. must wait in line. The registration/check-in process involves the following:

3.1 Initial Screening

3.1.1 Each visitor must first go through a metal detector.

3.1.2 All carried items, including bags, purses, coats, jackets, etc., must go through the x-ray machine and/or be hand-checked by Sheriff's deputies.

3.2 Registration Procedures

After going through initial screening, visitors will be in an area with six (6) booths that are staffed by Sheriff's employees: two (2) are for cashiers, three (3) are for visitor registration and one (1) is for information.

3.2.1 Each adult visitor, or one adult per family group, must complete a Visitor Pass Slip. The visitors must obtain the official visitor pass from one of the three booths designated for registration. The deputies in these booths will key the information from the Visitor Pass Slip to generate a Visitor Pass. At the same time, the information is transmitted on-line to the appropriate custodial facility to allow Sheriff's personnel to prepare the inmates for visitation.

3.2.2 If a visitor wants to deposit monies into an inmate's account, the individual must complete a deposit slip and take it to one of the two cashier booths for processing.

3.3 Waiting Area/Bus Boarding

3.3.1 After receiving the Visitor Pass, visitors are directed to the benches in the waiting/boarding area, separated according to facility destination. Two deputies direct the visitors to the appropriate buses.

3.3.2 Before getting on the buses, all adult visitors must present the Visitor Pass and valid picture identification to one of the two deputies that direct visitors to board the bus. Adult visitors without the proper/valid picture identification may be allowed on the buses at the discretion of the Sheriff.

4. BUS TRANSPORTATION – GENERAL

4.1 Each facility has a designated drop-off/pick-up location. Buses must deliver and pick up visitors from these areas, unless otherwise directed by facility staff.

4.2 The first round of buses will leave the Visitor Center between 8:00 a.m. and 8:30 a.m., with the various buses assigned to drop-off at one or more of the facilities. Since the North County Correctional Facility has the largest inmate population, it gets more visitors than the other facilities, and may have several buses assigned for initial drop-off. Since the North Facility is located in a different direction from the other three facilities, a separate bus is sent for drop-off there, whether it is full or not.

4.3 For subsequent drop-offs, the deputies determine to which facilities the buses will go, depending upon the number of people in the waiting area and length of time they have been waiting.

4.4 Between 8:30 a.m. – 9:30 a.m., buses will primarily be dropping visitors off at the facilities and returning directly to the Visitor Center. After 9:30 a.m., buses will also be picking up visitors from the facilities to return them to the Visitor Center.

4.5 The last round of buses taking visitors to the various facilities will leave the Visitor Center at approximately 2:00 p.m. Thereafter, between 2:00 p.m. – 4:00 p.m., CONTRACTOR's buses will be returning visitors to the Visitor Center.

5. QUALITY CONTROL

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of this Agreement. The Plan must be submitted to COUNTY's Project Manager for review within fifteen (15) days after award of the Agreement. The Plan shall include, but not be limited to the following:

5.1 Method of monitoring to ensure that COUNTY's requirements are being met;

5.2 Method of driver/vehicle assignment to ensure that the CONTRACTOR will be able to supply an adequate number of buses, depending upon the workload for the particular day;

5.3 CONTRACTOR's written policy regarding the licensing and training requirements for bus drivers;

5.4 CONTRACTOR's procedures for training new drivers for this Visitor Bus Transportation Agreement;

5.5 CONTRACTOR's written policy regarding firm's vehicle inspection procedures; and

5.6 CONTRACTOR's written policy regarding firm's vehicle maintenance procedures.

6. QUALITY ASSURANCE PLAN

The COUNTY will evaluate CONTRACTOR's performance under this Agreement using the quality assurance procedures defined in the Agreement.

6.1 Review of Maintenance and Inspection Records

On a quarterly basis, CONTRACTOR shall submit to COUNTY's Project Manager CONTRACTOR's vehicle maintenance and inspection records of all vehicles used to provide services under this Agreement. The records shall include date of maintenance and inspections, problem(s) identified, and corrective action taken. CONTRACTOR's Project Manager shall review all records to ensure that COUNTY's requirements are being met.

6.2 Performance Evaluation Meetings

CONTRACTOR and COUNTY shall meet on a quarterly basis, but if deemed necessary, may schedule meetings more frequently. In the event that a Contract Discrepancy Report is issued by COUNTY's Project Manager, pursuant to Section 6.3 below, then the meeting shall be scheduled within five (5) days to discuss the problem.

Written records of each meeting shall be prepared by COUNTY's Project Manager, or designee, stating the issues discussed, problems resolved, problems not resolved and pending, and possible future issues. The report must be reviewed and approved by CONTRACTOR's Project Manager. In the event that CONTRACTOR does not concur with any part of the report, then it shall submit a written response to COUNTY's Project Manager within seven (7) days of receipt of the report. COUNTY's Project Director shall review both documents and make a determination, which will be considered final.

6.3 Discrepancy Reports

Verbal notification of a contract discrepancy shall be made by COUNTY's Project Manager to CONTRACTOR's Project Manager as soon as

possible after a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by CONTRACTOR and COUNTY.

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

6.4 Government Observations

Federal, State, and/or County personnel, in addition to departmental contracting staff, 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 CONTRACTOR's performance of services under this Agreement.

7. RESPONSIBILITIES - COUNTY

7.1 COUNTY shall be responsible for ensuring that all visitors are properly screened.

7.2 COUNTY shall provide sufficient staffing for the following:

7.2.1 Initial Screening Area

7.2.2 Cashier Booths

7.2.3 Visitor Pass Issuance/Information Booths

7.2.4 Boarding area

7.2.5 Parking lot patrol

Before the registration/check-in process begins, Sheriff staff who regularly work in one of the four PDC facilities, but are assigned for the day to the areas specified above, must sign in at the Visitor Center Office.

7.3 COUNTY shall maintain accurate and consistent visitor count for each day by collecting and filing the Visitor Pass, which must be turned in by visitors to facility personnel during the time of the visit.

7.4 In the event that additional buses are required, COUNTY shall notify CONTRACTOR. Deputies will inform COUNTY's Project Manager or designee of the need for additional buses based upon:

1. Number of visitors waiting for buses in the boarding area: the benches are always filled to capacity, and the stream of visitors is ongoing and steady.

2. Length of wait time: Visitors should not have to wait more than thirty (30) minutes to get on a bus. This is critical, as many of the visitors are young children and infants.

7.5 COUNTY Administration of Agreement

The COUNTY will administer the Agreement according to Agreement Section 3., Administration of Agreement - County. Specific duties will include:

7.5.1 Monitoring CONTRACTOR's performance in the day-to-day operation of the Agreement.

7.5.2 Providing direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

7.5.3 Preparing Change Orders pursuant to Agreement Section 6, Change Orders and Amendments.

8. RESPONSIBILITIES - CONTRACTOR

8.1 General

8.1.1 CONTRACTOR shall maintain current required business licenses, including a valid Transportation Charter Party Permit issued by the California Public Utilities Commission.

8.1.2 CONTRACTOR shall maintain copies of bus drivers' DMV printouts for all CONTRACTOR drivers providing services under this Agreement. Reports shall be available to COUNTY's Project Manager upon request. COUNTY reserves the option of performing a DMV check on CONTRACTOR bus drivers at any time.

8.1.3 CONTRACTOR shall maintain copies of the most recent CHP vehicle inspection reports for all vehicles with seating for 15 or more persons, including the driver. Reports shall be made available to COUNTY's Project Manager upon request.

8.1.4 CONTRACTOR shall ensure that vehicles used to provide services under this Agreement are inspected each working day before "service" begins for safety, including but not limited to tire inflation and tread wear, headlights and signal indicators, brake lights and brake performance, cracked and broken windows, etc., and that any communication devices are working properly. Inspection reports shall be made available to COUNTY's Project Manager on a quarterly basis or upon request.

8.1.5 CONTRACTOR shall verbally notify COUNTY's Project Manager or designee immediately regarding any incident or injury to persons in the bus, including bus accidents. A written Incident Report shall be submitted to COUNTY's Project Manager within one (1) business day following verbal notification. Complaints or concerns regarding visitors shall be reported to COUNTY's Project Manager within one (1) business day followed by written notice.

8.1.6 CONTRACTOR shall be responsible for immediately removing and replacing any CONTRACTOR employee at the request of COUNTY's Project Manager.

8.1.7 CONTRACTOR shall have a supervisor on call and readily accessible at all times between the hours of 6:00 a.m. and 6:00 p.m. on weekends and selected holidays as specified in this Agreement.

8.2 CONTRACTOR's Personnel

CONTRACTOR shall ensure that all its employees providing services under this Agreement, including drivers and substitute drivers undergo security screening procedures, including but not limited to driver's and criminal history checks, as required by COUNTY and specified in Agreement Subsection 4.3.6, prior to beginning work under this Agreement. CONTRACTOR's employees that do not pass the security screening will not be allowed to provide any services under this Agreement. Thereafter, all CONTRACTOR personnel shall be subject to quarterly screening procedures.

8.2.1 Project Manager

CONTRACTOR shall provide a full-time Project Manager or designee who will act as CONTRACTOR's liaison with the County and who will be responsible for the day-to-day management of the Agreement. Specifically, the Project Manager will be responsible for the following:

1. Have full authority to act for CONTRACTOR on all matters relating to the operation of the Agreement.

2. Be available by telephone between 6:00 a.m. and 6:00 p.m. on Saturdays, Sundays and on the designated holidays when bus transportation services are provided.

3. Be able to read, write, speak and understand English.

4. Ensure that CONTRACTOR will be able to provide substitute drivers and additional buses, as needed, within the time specified after notification from COUNTY.

8.2.2 Bus Drivers

CONTRACTOR shall provide an adequate number of qualified bus drivers to ensure that all assigned buses are utilized. CONTRACTOR shall have an adequate number of substitute drivers available to respond to PDC, as needed, within one (1) hour of notification to COUNTY's Project Manager or designee. All drivers, assigned and substitutes, must have the following qualifications:

1. Must be fully qualified under the laws of the State of California as a Class B licensed driver.

2 Must be at least 18 years old.

3. Must have received at the very least, the minimum training required by Section 40083 of the Education Code of the State of California and submit evidence of such training to COUNTY prior to providing services under this Agreement.

4. Must comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and maintain all required licenses and permits. CONTRACTOR shall make such licenses and permits available to COUNTY upon COUNTY Project Manager's request.

5. Must be able to understand and speak English. Ability to speak Spanish as a second language is highly desirable.

6. Must adhere to all COUNTY and facility rules and regulations, including traffic safety and security regulations.

7. Must perform periodic walk-through of empty bus to check for and collect any articles left behind by visitors. Submit any items found to COUNTY's Project Manager or designee.

8. Must perform pre-drive safety inspection test on buses.

9. Must ensure that bus is kept neat and clean throughout the day. If bus has restroom facilities, must perform periodic checks to make sure area is free from trash and facilities are operating properly. CONTRACTOR shall be responsible for the disposal of all trash found on the buses.

10. Must comply with all applicable Federal, State and local laws, regulations, ordinances and directives for alcohol and drug testing. CONTRACTOR must maintain copies of PUC and CHP drug and alcohol testing for drivers providing services under this Agreement. These reports shall be made available to COUNTY's Project Manager upon COUNTY's request.

8.2.3 CONTRACTOR's Personnel Work Performance - General

All CONTRACTOR's personnel, including CONTRACTOR's Project Manager, bus drivers, substitute drivers, mechanics and other support staff providing services under this Agreement shall be required to:

1. Wear identification badges that must include at the very least, employee's name, date of birth, employee number. Bus drivers must supply COUNTY with photograph to enable COUNTY to issue picture identification badges. Bus drivers must wear COUNTY-issued identification badge at all times while providing services under this Agreement.

2. Report to work on time as assigned and hold over on assigned duties as may be directed. In the event of illness or other reasons, CONTRACTOR's drivers must notify CONTRACTOR's office supervisor by 8:00 a.m. to report absence from work. CONTRACTOR shall immediately notify COUNTY's Project Manager or designee of driver absence. CONTRACTOR shall send substitute driver who is familiar with the requirements of this Agreement within one (1) hour of notification to COUNTY's Project Manager or designee.

3. Maintain good personal hygiene and clean uniform appearance.

4. Must be courteous to the public and COUNTY personnel at all times, and behave in a professional manner.

5. Must provide assistance to passenger(s) requiring aid in boarding and disembarking the bus.

8.3 CONTRACTOR Furnished Items

Buses

1. CONTRACTOR shall provide an adequate number of buses to transport visitors to and from the four (4) facilities during the hours specified in Section 10 of this Statement of Work. The estimated number of visitors varies from day-to-day and may be anywhere from 1,800 to 2,500 people per visiting day. COUNTY requires that at a minimum, four (4) buses be available to provide services each working day. However, CONTRACTOR must be able to supply an appropriate number of buses to meet the demands of the particular day. In the event that additional buses are needed for the day, CONTRACTOR must be able to supply additional bus(es) within one (1) hour of notification by COUNTY's Project Manager or designee.

2. CONTRACTOR must provide a minimum of one (1) bus or other appropriate vehicle equipped to accommodate disabled passengers.

3. All buses shall have a minimum capacity of 47 passengers.

4. All CONTRACTOR buses and vehicles must be air-conditioned.

5. In the event of a bus breakdown or mechanical failure, CONTRACTOR's driver shall notify COUNTY's Project Manager or designee, and CONTRACTOR's dispatch office of the problem. Within one (1) hour of notification, CONTRACTOR shall send its maintenance staff to PDC to make the necessary repairs, and at the same time, send a back-up bus(es) to enable CONTRACTOR to continue to provide timely visitor transportation services.

Maintenance of Buses

CONTRACTOR shall be responsible for all maintenance, repair and safety inspections of buses/vehicles providing services under this Agreement, as required by Federal, State, and local laws, rules, regulations, ordinances

and directives. All inspections are subject to the final inspection standards of the California Highway Patrol (CHP). For liability purposes, it is the CONTRACTOR's responsibility to perform inspections on a regular basis.

Communication Devices/Equipment

To enable COUNTY's Project Manager or his/her designee to contact a driver immediately, if necessary, during hours of operation, or to have drivers communicate with CONTRACTOR's office or to each other, CONTRACTOR shall equip all vehicles, drivers, and COUNTY, with a communications system that may include, but is not limited to, radios, cellular phones, or pagers.

From time to time, in unusual circumstances, for instance, when there is a long line of visitors that require pickup from a specific facility, drivers may need to contact each other to alert them of the situation in order to get quicker response for pick up.

Equipment – General

1. CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations, ordinances and directives, and shall maintain all required licenses and permits as related to buses, vehicles and other equipment used to provide services under this Agreement. CONTRACTOR shall maintain accurate and complete records of compliance and shall make such records available to COUNTY upon COUNTY's request.

2. COUNTY shall not be responsible for any damage to CONTRACTOR's property, CONTRACTOR's employees' property, or lost or stolen items belonging to CONTRACTOR, CONTRACTOR's employees, or visitors.

   At no time during the term of this Agreement will CONTRACTOR be allowed to store its buses or any other equipment at PDC for any length of time.

CONTRACTOR's Dispatch Office

CONTRACTOR must maintain a dispatch office within Los Angeles County. At a minimum, the dispatch office shall be staffed during the hours of 6:00 a.m. and 6:00 p.m. on Saturdays, Sundays and designated holidays by at least one employee who can respond to inquiries and complaints about CONTRACTOR's performance under this Agreement and who has the authority to respond to COUNTY's request for additional buses and/or drivers. When the office is closed, CONTRACTOR must

provide an answering service to receive calls. CONTRACTOR shall respond to calls received by the answering service within two (2) hours of receipt of call.

9. DAYS/HOURS OF OPERATION

9.1 CONTRACTOR shall provide Visitor Bus Transportation Services on the following days:

9.1.1 Weekends

Visitors to PDC are allowed on weekends and on designated holidays. CONTRACTOR must provide transportation services on those designated days. The number of visitors may fluctuate from day-to-day, and even week-to week. Weekend visitation schedules for PDC will not change for the duration of this Agreement.

On any of these visitation days, anywhere from 1,800 to 2,500 people visit the PDC. This count includes an average of 3-5 handicapped/disabled individuals. CONTRACTOR must have the flexibility to provide an adequate number of buses based upon the fluctuating workload and respond with a replacement bus within one (1) hour's notice by COUNTY.

9.1.2 Holidays

CONTRACTOR shall provide Visitor Bus Transportation Services on the following designated County-recognized holidays:

New Year's Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

The number of visitors during these holidays also fluctuates, but there are usually more visitors on Thanksgiving and Christmas than the other holidays. CONTRACTOR must be prepared to provide additional buses, if workload requires, within one (1) hour of notification by COUNTY's Project Manager or designee.

10. WORK SCHEDULE

10.1 CONTRACTOR shall allow sufficient time for drivers to complete a pre-trip vehicle inspection prior to reporting to PDC. Buses and drivers shall report to PDC no later than 7:50 a.m. in order to be ready to transport visitors between 8:00 a.m. and 8:30 a.m.

10.2 Prior to beginning work for the day, CONTRACTOR's drivers must sign in at the Visitor Center office, and pick-up COUNTY issued identification badge. At the end of the day, drivers must sign out and return the identification badge for storage.

10.3 On most days, the busiest times for visitor drop-offs and pick-ups are during the mid-to-late morning hours. Buses shall run continuously between the Visitor Center and the facilities the entire day between approximately 8:30 a.m. to about 3:30 p.m. or 4:00 p.m. The last scheduled bus transporting visitors to the four facilities will leave the Visitor Center at approximately 2:00 p.m.

10.4 Under special circumstances, CONTRACTOR may be required to provide services beyond 4:00 p.m. In the event of such circumstances, COUNTY's Project Manager or designee shall immediately notify CONTRACTOR of COUNTY's need for emergency extended transportation services. Such extensions shall be regulated exclusively by COUNTY.

10.5 Days (holidays) and hours of operations may be subject to change at the discretion of the COUNTY. COUNTY shall notify CONTRACTOR in writing as soon as it becomes aware of the necessity for the schedule change.

10.6 Lunch and break schedules for CONTRACTOR's bus drivers shall be determined by COUNTY's Project Manager or his/her designee. At any given time, there should be no more than one (1) driver on break.

EXHIBIT C

PRICE SHEET

VISITOR BUS
TRANSPORTATION SERVICES

EXHIBIT C

PRICE SHEET

Cost per bus per **FULL DAY** (More than 4 hours upon arrival at PDC)	$ 752.00
Cost per handicap vehicle per **FULL DAY** (More than 4 hours upon arrival at PDC)	$ 752.00
Cost per bus per **HALF DAY** (4 hours or less upon arrival at PDC)	$ 451.20
Cost per handicap vehicle per **HALF DAY** (4 hours or less upon arrival at PDC)	$ 451.20
AFTER HOUR service for bus (Prior to 8:00 am or after 4:00 pm)	$ 98.00/hour
AFTER HOUR service for handicap vehicle (Prior to 8:00 am or after 4:00 pm)	$ 98.00/hour

Fuel Reimbursement Calculation will be based on the following:

The price of fuel will be reviewed quarterly to calculate the average fuel price for the prior quarter according to the DOE's website. An increase in the average fuel price over the base fuel price will result in a reimbursement of the difference to the contractor.

If fuel prices fall below the base fuel price, this reimbursement will not be paid.

- Base fuel price per gallon at the execution of the contract (according to the Department of Energy's [DOE] website: www.eia.doe.gov)
- Number of miles per day per bus (Leaving from yard*, transporting visitors at PDC, and returning to yard*)
- Miles per gallon on 47 passenger bus
- Miles per gallon on handicap vehicle

*Up to a maximum of 50 miles one way from PDC

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

VISITOR BUS
TRANSPORTATION SERVICES

CONTRACTOR'S EEO CERTIFICATION

Contractor Name: _____

Address: _____

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 ☐

Authorized Official's Printed Name and Title: _____

Authorized Official's Signature: _____ Date: _____

EXHIBIT E1

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

VISITOR BUS TRANSPORTATION SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT 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

Contract 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 Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT:

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 and criminal 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 _____ Contract 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 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: _____

EXHIBIT E2

CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

VISITOR BUS TRANSPORTATION SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT 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

Contract 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 Acknowledgment and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGMENT:

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, and criminal 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 _____ Contract 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 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: _____

POSITION: _____

EXHIBIT F

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

VISITOR BUS TRANSPORTATION SERVICES

EXHIBIT F

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

VISITOR BUS TRANSPORTATION SERVICES

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
1	SOW: Paragraph 5. - Quality Control	Contractor shall establish and utilize a comprehensive Quality Control Plan. The Plan must be submitted to County's Project Manager for review within fifteen (15) days after award of the Agreement	Inspection	$ 100 per week until received by County's Project Manager.
2	SOW: Paragraph 6.1 - Review of Maintenance and Inspection Records	On a quarterly basis, Contractor shall submit to County's Project Manager Contractor's vehicle maintenance and inspection records of all vehicles used to provide services under this Agreement.	Inspection & Observation	$ 25 per day until received by County's Project Manager.
3	SOW: Paragraph 8. - Responsibilities - Contractor, 8.1 General	Contractor shall verbally notify County Project Manager or designee immediately regarding any incident or injury to persons in the bus, including bus accidents. A written Incident Report shall be submitted to County's Project Manager within one (1) business day following verbal notification.	Notification and/or Observation	$ 200 per incident if no Incident Report is submitted within one day.

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
4	SOW: Paragraph 8. - Responsibilities - Contractor, 8.1 General	Contractor shall have a supervisor on call and readily accessible at all times between the hours of 6:00am and 6:00pm on weekends and selected holidays as specified in this Agreement.	Inspection and/or Observation	$ 25 for each hour a supervisor is not available.
5	SOW: Paragraph 8. – Responsibilities – Contractor, 8.2.2 Bus Drivers	Contractor shall have an adequate number of substitute drivers available to respond to PDC, as needed, within one (1) hour of notification to County's Project Manager or designee.	Notification and/or Observation	$ 25 for each 15 minutes that a driver does not show up, past the agreed upon time for a new bus driver to arrive.
6	SOW: Paragraph 8. - Responsibilities - Contractor, 8.2.2 Bus Drivers	Bus Drivers must adhere to all County and facility rules and regulations, including traffic safety and security regulations.	Inspection and/or Observation	$100 for each offense.